

ONLINE EDUCATION SERVICES AGREEMENT

This Online Education Services Agreement ("Agreement") is made and entered into effective as of November 16, 2011 (the "Effective Date"), by and between **The University of Texas System**, an agency and institution of higher education established under the laws of the State of Texas ("University" or "UT System"), and **Academic Partnerships, LLC**, a Delaware limited liability corporation ("Contractor"), Federal Tax Identification Number 27-2009059.

University and Contractor hereby agree as follows:

1. Definitions. For the purposes of this Agreement:**1.1 The "UT Institutions" means:**

- The 9 general academic institutions included in UT System (the "UT Academic Institutions") are located in the following Texas cities: Arlington, Austin, Brownsville, Dallas, Edinburg (UT Pan American), El Paso, Odessa (UT Permian Basin), San Antonio and Tyler,
- The 6 health science institutions included in UT System (the "UT Health Science Institutions") are located in the following Texas cities: Dallas, Galveston, Houston (UT Health Science Center - Houston and UT M. D. Anderson Cancer Center), San Antonio and Tyler, and
- UT System's administrative offices ("UT System Administration") located in Austin, Texas.

1.2 The "Services" are defined in **Exhibit A.****2. Term, Orders, and Payment.**

The term of this Agreement will begin on the Effective Date and expire on the 1st anniversary of the Effective Date. University will have the option to renew this Agreement for four (4) additional one (1) year terms. Such an initial term and all renewal terms are collectively referred to as the "Term."

A UT Institution can obtain Services from Contractor by entering into a written order with Contractor (an "Order"). All of the terms and conditions of this Agreement are incorporated into each Order between Contractor and a UT Institution. Contractor will provide all Services identified in an Order in accordance with the terms and conditions of this Agreement and that Order. Furthermore, **Exhibit A** establishes the baseline pricing that Contractor will charge for its performance of the Services. In the event of any conflict between an Order and this Agreement, this Agreement will control. Provided, however, a UT Institution and Contractor may agree to include additional business terms and conditions in an Order to further specify or clarify the Services and pricing provided under that Order or to provide more beneficial pricing than that set forth in this Agreement.

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Contractor and a UT Institution can enter into an Order at any time during the Term. Such an Order shall specify the term during which Contractor will perform Services under that Order ("Order Term") as well as identify specific terms and conditions related to the Services to be provided by Contractor to the UT Institution under that Order. To the extent that this Agreement expires or terminates prior to the end of an Order Term for an Order, then that Order will survive any such termination or expiration of the Agreement and the terms and conditions of this Agreement will continue to be incorporated for all purposes into that Order throughout its Order Term.

This Agreement in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, *Government Code*. 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 this Agreement or any Orders; and (c) other reasonable action. The cumulative amount of all payments made by a UT Institution under an Order will not exceed any Contract Amount defined in that Order. 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.

In the event of any conflict concerning prices, fees, costs, or amounts between or within this Agreement, an Order entered into under this Agreement, or an invoice or quote associated with an Order, a UT Institution will only be obligated to pay the lesser price, fee, cost, or amount notwithstanding any such conflict. Each UT Institution will only be obligated to pay Contractor any amounts provided for in the Orders that are entered into between Contractor and that UT Institution (including any amounts required by the terms and conditions of this Agreement as incorporated into such Orders.) In no event will a UT Institution be responsible for paying Contractor under any of the Orders that Contractor enters into with other UT Institutions.

These terms and conditions regarding payment will control over any other payment provisions set forth in any Order entered into under this Agreement.

Contractor understands and agrees that:

- (1) despite entering into this Agreement with the University, neither the University nor any of the UT Institutions represents, warrants, guarantees, or has any obligation to enter into an Order to obtain Services from Contractor,
- (2) this Agreement is mutually non-exclusive and the University and the UT Institutions reserve the right to obtain the Services from any other person or entity at their sole discretion and Contractor reserves the right to enter into contracts other than this Agreement and the Orders under which Contractor provides similar services to the UT Institutions and institutions not affiliated with UT, so long as Contractor and the University/UT Institutions do not, unless authorized under this Agreement or the Orders or otherwise approved in advance by the other party, use any information obtained from the other party under this Agreement or any Orders in order to obtain or perform under those separate contracts.

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- (3) it will not receive any payment or other compensation under this Agreement unless it (1) enters into an Order with a UT Institution and (2) performs Services under such an Order in accordance with the terms and conditions of that Order and its Agreement.

3. Tax Exemption.

University and all UT Institutions, as agencies of the State of Texas, are exempt from Texas Sales & Use Tax on the Services in accordance with Section 151.309, *Tax Code*, and Title 34 *Texas Administrative Code* ("TAC") Section 3.322.

4. Contractor's Obligations.

- 4.1 Contractor will perform the Services in compliance with all applicable federal, state and local, laws, regulations, and ordinances. 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, *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 Services in a good and workmanlike manner and in accordance with the highest standards of Contractor's profession or business, and (b) all of the Services 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 INTENTIONALLY DELETED.
- 4.4 Contractor warrants and agrees that the Services will be accurate and free from any known material defects and that Contractor will proactively monitor the Services to detect and eliminate any such material defects. Specifically, Contractor will scan, test, and monitor its web applications and all applicable systems for common application and other security vulnerabilities. Contractor's duties and obligations under this Agreement and all Orders will at no time be in any way diminished by reason of any approval by University or any UT Institution nor will Contractor be released from any liability by reason of any approval by University or UT Institution, it being agreed that University and the UT Institutions are at all times relying upon Contractor's skill and knowledge in performing the Services.
- 4.5 Contractor will, at its own cost, correct all material defects in the Services as soon as practical after Contractor becomes aware of the defects. If Contractor fails to correct material defects in the Services within a reasonable time, then University or a UT Institution may correct the defective Services at Contractor's expense. This remedy is in addition to, and not in substitution for, any other remedy for defective Services that University or a UT Institution 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 Services to be duly registered and/or licensed under all applicable federal, state and local, laws, regulations, and ordinances. Contractor will assign to this Agreement a designated representative who will be responsible for the administration and coordination of the Services. Contractor will furnish efficient business administration and coordination and perform the Services in an expeditious and economical manner consistent with the interests of University and the UT Institutions.
- 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 or any Orders by Contractor nor the performance of its duties and obligations under this Agreement or any Orders 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 25**) 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 Services 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 (defined in Section 25.1 below)

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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 If this Agreement requires Contractor's presence on University's premises or in University's facilities, Contractor agrees to cause its representatives, agents, employees and 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.

5. Family Code Child Support Certification

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

6. Eligibility Certifications

Pursuant to Sections 2155.004 and 2155.006, *Government Code*, Contractor certifies that Contractor is not ineligible to receive the award of or payments under this Agreement or any Orders and acknowledges that this Agreement and/or any Order may be terminated and payment withheld if these certifications are inaccurate.

7. Tax Certification

If Contractor is a taxable entity as defined by Chapter 171, *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.

8. Payment of Debt or Delinquency to the State

Pursuant to Sections 2107.008 and 2252.903, *Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement or any Orders 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 such debt or delinquency is paid in full.

9. Products and Materials Produced in Texas

If Contractor will provide services under this Agreement, Contractor covenants and agrees that in accordance with Section 2155.4441, *Government Code*, in performing its duties and obligations under this Agreement or any Orders, Contractor shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

10. Loss of Funding

Performance by each UT Institution under the Orders that the UT Institution enters into with Contractor 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 for an Order, or if the Board fails to allocate the necessary funds for an Order (a "Non-Funded Order") then the UT Institution that is a party to that Non-Funded Order shall issue written notice to Contractor and the UT Institution may terminate their further participation under the Non-Funded Order without further duty or obligation under that Order. Provided, however, that such termination of a Non-Funded Order shall not terminate or otherwise affect any other Orders entered into under this Agreement.

Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University and the UT Institutions.

11. Notices

Except as otherwise provided in 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 or any Orders will be in writing and will be sent via registered or certified mail, overnight courier, confirmed facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below), and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one business day after delivery to the courier, (iii) if sent by facsimile (to the extent a facsimile number is set forth below), when transmitted, and (iv) if sent by email (to the extent an email address is set forth below), when received:

- (1) If to University: Dr. Scott C. Kelley
Executive Vice Chancellor for Business Affairs
The University of Texas System
201 West 7th Street
Austin, Texas 78701-2982
- (2) If to Contractor: Academic Partnerships, LLC
160 Continental Ave
Dallas, TX 75207

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Attention: CFO

With copy to:
Legal Department
Academic Partnerships, LLC
2200 Ross Ave, Suite 3800
Dallas, TX 75201

- (3) If to a UT Institution other than the University, then at the address(es) for that UT Institution as set forth in that UT Institution's Order(s)

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 or any Orders, if Contractor intends to deliver written notice pursuant to Section 2251.054, *Government Code* concerning an Order

- (1) to the University, then Contractor shall send that notice to the University as follows:

Dr. Scott C. Kelley
Executive Vice Chancellor for Business Affairs
The University of Texas System
201 West 7th Street
Austin, Texas 78701-2982
Fax: (512) 499-4289
Email: LegalNotices@utsystem.edu

or such other person or address as may be given in writing by the University to Contractor in accordance with the requirements for notices set forth above; or

- (2) to a UT Institution other than the University, then Contractor shall send that notice to the UT Institution at the address set forth in the Order or to such other person or address as may be given in writing by that UT Institution to Contractor in accordance with the requirements for notices set forth above.

12. State Auditor's Office

Contractor understands that acceptance of funds under this Agreement and all Orders 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), *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 permitted subcontractors.

13. **Venue; Governing Law**

Travis County, Texas, shall be the proper place of venue for suit on or in respect of this Agreement and all Orders. This Agreement, all Orders, and all of the rights and obligations of the parties thereto and all of the terms and conditions thereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

14. **Breach of Contract Claims**

- 14.1 To the extent that Chapter 2260, *Government Code*, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement or any Order 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:
 - 14.1.1 Contractor's claims for breach of this Agreement or any Order 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 and all applicable UT Institutions 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 or the UT Institution(s) 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 thereof 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.
 - 14.1.2 If the parties are unable to resolve their disputes under **Section 14.1.1**, 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 or any UT Institution.
 - 14.1.3 The parties hereto specifically agree that (i) neither the execution of this Agreement, the execution of any Order under this Agreement, nor any other conduct, action or inaction of any representative of the University or any UT Institution relating to this Agreement or any Order constitutes or is intended to constitute a waiver of the University's, any UT

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Institution's, or the state's sovereign immunity to suit and (ii) neither the University nor any UT Institution has waived its right to seek redress in the courts.

- 14.2 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.
- 14.3 The University, the UT Institutions, and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

15. Compliance with Law

Contractor will perform the Services in compliance with all applicable federal, state and local, laws, regulations, and ordinances. 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, *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.

16. Records

Records of Contractor's costs, any reimbursable expenses pertaining to the Services and payments will be available to University, the applicable UT Institutions, or their authorized representatives during business hours and will be retained for four (4) years after final payment or abandonment of the Services, unless University otherwise instructs Contractor in writing.

17. Insurance.

- 17.1 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 admitted 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:

- 17.1.1 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 (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of University.

- 17.1.2 Commercial General Liability Insurance with limits of not less than:

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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 Agreement, fully insuring Contractor's (or Subcontractor's) liability for bodily injury (including death) and property damage.

- 17.1.3 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.
 - 17.1.4 Professional Liability Insurance with limits of not less than \$1,000,000 per claim.
 - 17.1.5 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 17.1.1** Employers Liability Insurance, **Section 17.1.2** Commercial General Liability Insurance, and **Section 17.1.3** Commercial Auto Liability Insurance.
 - 17.1.6 Director and Officer Liability Insurance with limits of not less than \$1,000,000 on a claims-made basis.
- 17.2 Contractor will deliver to University:
- 17.2.1 Evidence satisfactory to University in its sole discretion, evidencing 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 or any Orders.
 - 17.2.2 Additional evidence, satisfactory to University in its sole discretion, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers' Compensation and Employer's Liability, will be endorsed and name University and the UT Institutions as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of University and the UT Institutions. All policies with the exception of Workers' Compensation and Employer's Liability will be endorsed to provide primary and non-contributory coverage. No policy will be canceled until after thirty (30) days' unconditional written notice to University and the UT Institutions.

- 17.2.3 Contractor will be responsible for providing to University and the UT Institutions immediate notice of its receipt of a notice of cancellation, termination, material change, or non-renewal relating to any insurance policy required herein. This requirement may be satisfied by providing a copy of the notice received by the Contractor to the University and the UT Institutions within two business days or by endorsement of the policy to require notice to the University and the UT Institutions to be provided by the insurer.
- 17.3 The insurance policies required in this Agreement will be kept in force at all times during the term of the Agreement and all Orders.

18. Indemnification

- 18.1 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, THE UT INSTITUTIONS, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM 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.
- 18.2 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 AND THE UT INSTITUTIONS WILL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UNIVERSITY AND THE UT INSTITUTIONS AGREE TO REASONABLY COOPERATE WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.
- 18.3 THE PROVISIONS OF THIS SECTION 18 WILL CONTROL OVER ANY PROVISIONS IN THE

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AGREEMENT OR ANY ORDER WHICH REQUIRE CONTRACTOR TO INDEMNIFY, PROTECT, DEFEND, OR HOLD HARMLESS THE UNIVERSITY OR ANY UT INSTITUTION.

19. 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://www.utsystem.edu/policy/policies/int160.html>, University's 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 or UT Institution 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 transactions that are the subject of this Agreement or any Order.

- 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 or any Order 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 28**. 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.
- 21. Force Majeure.** Neither party to this Agreement or any Order will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, Contractor agrees to use its best efforts to mitigate the impact of the occurrence so that any University healthcare institution may continue to provide healthcare services during the occurrence.
- 22. Entire Agreement; Modifications.** The terms and conditions of this Agreement are incorporated for all purposes into each Order entered into between a UT Institution and Contractor under this Agreement. Each Order entered into between Contractor and a UT Institution under the Agreement constitutes a separate contract between Contractor

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and that UT Institution, and such an Order supersedes all prior agreements, written or oral, between Contractor and that UT Institution concerning the subject matter of that Order, and constitutes the entire agreement and understanding between Contractor and that UT Institution with respect to the subject matter of that Order. Each Order entered into by Contractor and a UT Institution and each of that Order's provisions shall be binding upon Contractor and that UT Institution and may not be waived, modified, amended or altered except by a writing signed by Contractor and that UT Institution.

23. Captions

The captions of sections and subsections in this Agreement or in any Order are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

24. Waivers

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

25. Ownership and Use of Work Material

- 25.1 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 specifically and exclusively for a UT Institution under an Order (collectively, "**Work Material**"), whether or not accepted or rejected by that UT Institution, are the sole property of that UT Institution and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- 25.2 Contractor grants and assigns to a UT Institution all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material under an Order with that UT Institution and will cooperate fully with that UT Institution in any steps the UT Institution may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.
- 25.3 Contractor will deliver all Work Material created under an Order to the UT Institution under that Order upon expiration or termination of the Order. A UT Institution will have the right to use (or allow the other UT Institutions to use) the Work Material for the completion of the Services or otherwise. A UT Institution may, at all times, retain the originals of the Work Material. The Work Material will not to be used on other projects by any person other than the UT Institution owning that Work Material unless expressly authorized by that UT Institution in writing.
- 25.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized in writing by the UT Institution owning that Work Material. Contractor will treat all Work Material as confidential.

25.5 All title and interest in the Work Material will vest in the UT Institution owning that Work Material and will be deemed to be a work made for hire and made in the course of the Services rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in a UT Institution or Work Material may not be considered works made for hire, Contractor hereby irrevocably assigns, conveys and transfers to that UT Institution 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 and the UT Institutions, and their successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University and the UT Institutions with the right to sublicense. These rights are assignable by University and the UT Institutions.

26. Confidentiality and Safeguarding of University Records; Press Releases; Public Information

Under this Agreement, Contractor may (1) create records or record systems for University or a UT Institution (2) receive records or record systems from or on behalf of University or a UT Institution, or (3) have access to records or record systems of University or a UT Institution (collectively, "**University Records**"). Such University Records include any (i) curricula, degree plans, course materials, tests, examinations, assessments, and similar academic materials of the University, the UT Institutions, or their faculty or staff (collectively, "Academic Materials"), (ii) any information or data about University or UT Institution students, faculty, or staff, or (iii) any notes, writings, questions, class participation data, test answers or results, or other academic coursework or materials of University or UT Institution students. Notwithstanding any other provision of this Agreement or any Order, the University Records will remain the property, as applicable, of the University, the UT Institutions, or the associated University or UT Institutional faculty, staff, or students. Specifically, the University and the UT Institutions will retain sole control over all Academic Materials.

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

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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 (ii) 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 all Orders; and (4) comply with the University's rules, policies, and procedures of the University and the UT Institutions regarding access to and use of University and UT Institution information and computer systems. Notwithstanding any other provision of this Agreement, in no event will Contractor or any Contractor employees, contractors, or agents (or any other persons for whom Contractor is responsible) store, host, transmit, transport, process, analyze, ship, or otherwise take or send any University Records or other data or information provided by University, any UT Institutions, or any of their students, faculty, or staff under this Agreement outside of the United States. At the request of University or a UT Institution, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.

- 26.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University and any affected UT Institutions within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide University and any affected UT Institutions with all information requested regarding the impermissible use or disclosure.
- 26.2 **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 and the UT Institutions will be (1) returned to University and those UT Institutions, 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 and the applicable UT Institutions with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm in writing to University and the applicable UT Institutions the destruction of University Records.
- 26.3 **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.
- 26.4 **Press Releases.** Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to this Agreement, any Orders, the engagement of Contractor as an independent contractor of University or any UT Institutions in connection with this Agreement and the Orders, or release any information relative to this Agreement and the

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Orders for publication, advertisement or any other purpose without the prior written approval of University.

- 26.5 **Public Information.** University and the UT Institutions strictly adhere 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, Government Code*.
- 26.6 **Termination.** In addition to any other termination rights set forth in this Agreement or any Order 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 and all Orders without notice or opportunity to cure.
- 26.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement or any Order for any reason.
27. **HIPAA Compliance.** If this Agreement or any Order relates to private health information of a UT Institution or if Contractor will have access to private health information held by a UT Institution, then Contractor agrees that it will execute a HIPAA Business Associate Agreement ("BAA") with that UT Institution in the form agreed to by Contractor and that UT Institution.
28. **Default and Termination.** The following provisions shall apply regardless of any conflicting terms and conditions in any Order entered into under this Agreement:
 - 28.1 In the event Contractor breaches the terms and conditions of an Order (including any Contractor breach of the terms and conditions of this Agreement as incorporated into that Order), the UT Institution may terminate that Order (a "Contractor-Breached Order") upon thirty (30) days' written notice to Contractor. However, a Contractor-Breached Order shall not terminate at the end of the thirty-day notice period in the event that Contractor completely cures its breach of that Order before the end of that thirty-day period. The termination of a Contractor-Breached Order by a UT Institution under this **Section 28.1** shall not terminate or otherwise affect any other Orders entered into with Contractor under this Agreement by the terminating UT Institution or by any of the other UT Institutions.
 - 28.2 A UT Institution may terminate any Order without cause by providing Contractor with thirty (30) days' advance written notice of such termination. However, a UT Institution terminating an Order under this **Section 28.2** will remain responsible for paying for all goods or services that Contractor provides to the UT Institution under that Order prior to such termination, so long as such goods or services conform to the terms and conditions of that Order and this Agreement and provided that Contractor delivers all Work Material to University. This may include the University's payment of an amount defined in an Order to fully compensate Contractor for any course conversion services, curriculum support services, or marketing and recruiting services that Contractor has in fact provided to the UT Institution under that Order but for

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which Contractor would have only been compensated on a course-by-course basis absent the termination of that Order (a "Recovery Payment.") However, in no event will a UT Institution be obligated to pay Contractor any amounts for anticipatory profits associated with the terminated Order, any services that are not rendered by Contractor, any ordered products, goods, or materials that are not delivered by Contractor, or any costs that could reasonably have been avoided by Contractor once it receives notice of the terminated Order. The termination of an Order without cause by a UT Institution under this **Section 28.2** shall not terminate or otherwise affect any other Orders entered into with Contractor under this Agreement by that UT Institution or by any of the other UT Institutions.

- 28.3 In the event a UT Institution breaches the terms and conditions of an Order (including the UT Institution's breach of the terms and conditions of this Agreement as incorporated into that Order), Contractor may terminate that Order (a "UT Institution-Breached Order") upon thirty (30) days' written notice to that UT Institution. However, a UT Institution-Breached Order shall not terminate at the end of the thirty-day notice period in the event that the UT Institution completely cures its breach of that Order before the end of that thirty-day period. The termination of a UT Institution-Breached Order by Contractor under this **Section 28.3** shall not terminate or otherwise affect any other Orders entered into with Contractor under this Agreement by the breaching UT Institution or by any of the other UT Institutions.
- 28.4 In the event of Contractor's breach of the terms and conditions of this Agreement or of any of the Orders, the University may terminate this Agreement in its entirety, including all of the Orders entered into by the UT Institutions and Contractor under this Agreement, upon thirty (30) days' written notice to Contractor ("Complete Termination"). However, such a Complete Termination shall not take effect at the end of the thirty-day notice period in the event that Contractor completely cures its breach of this Agreement and/or those Order before the end of that thirty-day period.
- 28.5 The University may, without cause, terminate this Agreement in its entirety, including all of the Orders entered into by the UT Institutions and Contractor under this Agreement, by providing Contractor with thirty (30) days' advance written notice of such termination. However, each UT Institution will remain responsible for paying for all goods or services that Contractor provides to that UT Institution under the Orders that the UT Institution entered into with Contractor prior to the date on which Contractor receives the University's notice of termination under this **Section 28.5**, so long as such goods or services conform to the terms and conditions of the applicable Order and this Agreement and provided that Contractor delivers all Work Material to University. This may include the University's payment of an amount defined in an Order to fully compensate Contractor for any course conversion services, curriculum support services, or marketing and recruiting services that Contractor has in fact provided to the UT Institution under that Order but for which Contractor would have only been compensated on a course-by-course basis absent the termination of that Order (as defined above, a "Recovery

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Payment.") However, in no event will a UT Institution be obligated to pay Contractor any amounts for anticipatory profits associated with any such terminated Orders, any services that are not rendered by Contractor, or any ordered products, goods, or materials that are not delivered by Contractor. Any Orders issued to or entered into with Contractor following the date on which Contractor receives the University's notice of termination under this **Section 28.5** shall be null and void, and neither Contractor, the University, nor any UT Institution shall be bound by or obligated under such Orders.

- 28.6 The University may, on written notice to Contractor, terminate the issuance of any further Orders to Contractor under this Agreement as of a specified date (the "Stop Date"). Upon its receipt of such written notice from the University, Contractor shall not accept any Orders issued under this Agreement by any of the UT Institutions as of the Stop Date specified in such notice. However, termination under this **Section 28.6** shall not terminate or otherwise affect any Orders that the UT Institutions enter into with Contractor under this Agreement prior to the Stop Date; such Orders will continue in effect until they expire or are terminated in accordance with the terms and conditions of such Orders or this Agreement.
- 28.7 In the event of (i) any change in control of, or of a controlling interest in, Contractor (such as a sale or transfer of all or a majority of Contractor's assets or ownership or control of Contractor's stock or partnership interests) or (ii) the insolvency, bankruptcy, or voluntary or involuntary dissolution of Contractor, then (a) Contractor must provide the University and all UT Institutions that have entered into Orders with written notice of such an event as soon as possible, but in no event longer than two (2) days after the occurrence of that event, (b) each UT Institution that has entered into an Order may terminate that Order on written notice to Contractor, and (c) the University may terminate this Agreement and all Orders on written notice to Contractor.
- 28.8 Termination under **Sections 28.1, 28.2, 28.4, 28.5, 28.6 or 28.7** will not relieve Contractor from liability for any default or breach under this Agreement or any Order or any other act or omission of Contractor.
- 28.9 If Contractor fails to cure any default within thirty (30) days after receiving written notice of the default, the University or any UT Institution affected by the default 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 the curative actions of the University or the UT Institution.
- 28.10 In the event that this Agreement or any Order is terminated, then within thirty (30) days after termination, Contractor will reimburse University and all affected UT Institutions for all fees paid by University and those UT Institutions to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that University did not receive from Contractor prior to termination.

29. Binding Effect

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This Agreement and all Orders will be binding upon and inure to the benefit of the parties thereto and their respective permitted assigns and successors.

30. Severability

In case any provision of this Agreement or any Order 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 or that Order, and this Agreement or that Order will be construed as if the invalid or unenforceable provision had not been included.

31. Limitation of Liability

EXCEPT FOR UNIVERSITY'S AND THE UT INSTITUTIONS' OBLIGATIONS TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES UNIVERSITY AND THE UT INSTITUTIONS WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT OR ANY ORDER.

32. Assignment and Subcontracting

Except as specifically provided in **Exhibit D**, Historically Underutilized Business Subcontracting Plan ("HSP"), attached and incorporated for all purposes, Contractor's interest in this Agreement and all Orders (including Contractor's duties and obligations under this Agreement and the Orders, and the fees due to Contractor under this Agreement and the Orders) 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 or any UT Institution; and (b) be a breach of this Agreement and the Orders for which Contractor will be subject to all remedial actions provided by Texas law, including Chapter 2161, *Government Code*, and 34 Texas Administrative Code ("TAC") Sections 20.101 through 20.108. The benefits and burdens of this Agreement and the Orders are assignable by University and the applicable UT Institutions.

33. Historically Underutilized Business Subcontracting Plan

Contractor agrees to use good faith efforts to subcontract the Services in accordance with the Historically Underutilized Business Subcontracting Plan ("HSP") (ref. **Exhibit D**).

Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University and all applicable UT Institutions 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 and all Orders. If University or a UT Institution determines that Contractor has failed to subcontract as set out in the HSP, University or that UT Institution 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 or a UT Institution determines that Contractor failed to implement the HSP in good faith, University or that UT Institution, in addition to any other remedies, may report nonperformance to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108. University or that UT Institution may also revoke this Agreement or any applicable Orders for breach and make a claim against Contractor.

- 33.1 **Changes to the HSP.** If at any time during the term of this Agreement or an Order, 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 22** to replace the HSP with the revised subcontracting plan.
- 33.2 **Expansion of the Services.** If the scope of the Services is expanded through a change order or any other amendment, University will determine if the additional Services contains probable subcontracting opportunities *not* identified in the initial solicitation for the Services. 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 or any Order may be amended to include the additional Services; or (b) Contractor may perform the additional Services. 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 and all Orders under **Section 28** and will be subject to any remedial actions provided by Texas law including Chapter 2161, *Government Code* and 34 TAC Section 20.14. University and the UT Institutions may report nonperformance under this Agreement or any Order to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108.
- 33.3 **Orders.** Before entering into an Order with a UT Institution, the UT Institution's HUB Coordinator will determine if the Order contains probable subcontracting opportunities. If the UT Institution's HUB Coordinator determines that probable subcontracting opportunities exist under that Order, Contractor will submit an amended subcontracting plan covering those opportunities. The amended

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subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (a) the Order may be entered into; or (b) Contractor may perform the Services under that Order. If Contractor subcontracts any of the additional subcontracting opportunities that a UT Institution identifies for an Order without prior authorization and without complying with 34 TAC Section 20.14, Contractor will be deemed to be in breach of this Agreement and all Orders under **Section 28** and will be subject to any remedial actions provided by Texas law including Chapter 2161, *Government Code* and 34 TAC Section 20.14. University and the UT Institutions may report nonperformance under this Agreement or any Order to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108.

34. Responsibility for Individuals Performing Services; Criminal Background Checks.

Each individual who is assigned to perform the Services under this Agreement or any Order will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Services under this Agreement and the Orders. Prior to commencing the Services, Contractor will (1) provide University with a list ("List") of all individuals who may be assigned to perform the Services, and (2) have an appropriate criminal background screening performed on all the individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Services is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's campus who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform the Services.

Prior to commencing performance of the Services under this Agreement or any Order, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals assigned to perform the Services.

35. Limitations

THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY AND THE UT INSTITUTIONS (WHICH ARE STATE AGENCIES) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT OR ANY ORDER, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY OR UT INSTITUTIONAL 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 OR THE UT INSTITUTIONS EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS. Neither the execution of the Agreement by the University, the execution of an Order by any UT Institution, nor any other conduct, action or inaction of any representative of the University or any UT Institution constitutes or is intended to

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constitute a waiver of the University's, a UT Institution's, or the state's sovereign immunity to suit.

36. Survival of Provisions

No expiration or termination of this Agreement or any Order will relieve either party of any obligations under this Agreement or an Order that by their nature survive such expiration or termination.

37. Relationship of the Parties

For all purposes of this Agreement and all Orders and notwithstanding any provision of this Agreement or any Order 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.

38. External Terms

This Agreement and each Order entered into under this Agreement completely supplant, replace, and override all other terms and conditions or agreements, written or oral, concerning Contractor's (i) performance under this Agreement or any Order or (ii) provision of goods or services to a UT Institution under this Agreement or any Order ("External Terms"). Such External Terms are null and void and will have no effect under this Agreement or any Order, regardless of whether any UT Institution or any UT Institution employees, contractors, or agents express assent or agreement to such External Terms. Such External Terms include any shrinkwrap, clickwrap, browsewrap, web-based terms and conditions of use, and any other terms and conditions displayed in any format that a UT Institution or its employees, contractors, or agents are required to accept and agree to before or in the course of accessing or using any goods or services provided by Contractor.

39. Warranty Against Self-Disabling Codes

Contractor warrants that the programs it provides to the UT Institutions under Orders entered into under this Agreement shall not contain any time-based, activity-based or event-based self-disabling codes.

40. Observance of UT Institution Rules and Regulations

Contractor agrees that at all times in the course of its performance under an Order that it enters into with a UT Institution under this Agreement, Contractor shall cause its employees, subcontractors and agents to observe and comply with all rules and regulations of that UT Institution, including all such rules and regulations concerning that UT Institution's facilities, including but not limited to, rules and regulations related to smoking; consideration for students, patients and their families as well as employees; and parking and security.

41. Right to Protect Information Resource Security

Each UT Institution reserves the right to change or modify without Contractor's consent any information resource, including but not limited to operating systems, hardware, and/or network configurations, in order to protect the UT Institution's information resources against any security vulnerabilities, unauthorized access, or abuse. In the event that Contractor performs maintenance of a UT Institution information resource under an Order, Contractor warrants that immediately upon its receipt of any routine maintenance and/or notification from that UT Institution or otherwise of a security vulnerability in that UT Institution information resource, Contractor will proceed to perform maintenance on that UT Institution information resource, which shall include Contractor's installation of all operating system and/or application patches and upgrades that are necessary to protect such a UT Institution information resource against any security vulnerabilities and unauthorized access or abuse.

42. Warranty Against Spyware, Malware, and Collection of Private Information

Contractor warrants that the products purchased or licensed by the UT Institutions under Orders entered into under this Agreement will not

- (a) contain spyware or malware, or
- (b) collect and/or distribute information that could be considered private without Contractor obtaining the actual express written consent of the actual users who are identified by such information and the UT Institution(s) with whom such users are associated.

43. Acceptance and Use of Deliverables

Any hardware, software, goods, materials, or services provided by Contractor to a UT Institution ("Deliverables") will be considered received by that UT Institution upon final acceptance of such Deliverables by that UT Institution. Notwithstanding any conflicting terms and conditions in this Agreement or any Order entered into under this Agreement, a UT Institution may provide the Deliverables to all of its employees, contractors, agents, and subcontractors in order to implement and use those Deliverables in accordance with the terms of this Agreement and that UT Institution's Orders.

44. Implementation and/or Maintenance of Information Systems

Any implementation and/or maintenance of information systems shall be performed in accordance with UT Institutional policies and practice standards as defined by the Texas Administrative Code. Access to a UT Institution's information resources for remote maintenance or repairs by Contractor or other authorized vendors shall be limited to use of approved network connectivity access methods of that UT Institution.

45. INTENTIONALLY DELETED

46. University Marks and Content

Under the Agreement and the Orders, the University and the UT Institutions may provide Contractor with the right and license to utilize and display University or UT Institutional names, logos, brands, marks, or content (collectively, "University Marks and Content") to the extent necessary to include such University Marks and Content in the Services provided by Contractor under the Agreement and the Orders, subject to the following:

- (a) All such uses by Contractor of the University Marks and Content must be approved in advance and in writing by University and the applicable UT Institutions.
- (b) All rights to the University Marks and Content shall at all times remain the property of the Board of Regents of The University of Texas System, and Contractor shall be allowed to use the University Marks and Content only in the performance of its obligations under the terms and conditions of, and during the existence of, this Agreement and the Orders.
- (c) Contractor specifically acknowledges that the University Marks and Content and all rights therein belong exclusively to University and that the Agreement, other than as specifically provided for herein, does not confer upon Contractor any other rights, goodwill or other interest in the University Marks and Content.
- (d) Notwithstanding any other provision of this Agreement or any Order: (i) Contractor's use of the University Marks and Content under this Agreement or any Order must not state or imply that University or any UT Institution endorses Contractor's products or services; (ii) Contractor has no right to use the University Marks and Content to promote Contractor's products and services; and (iii) Contractor's use of the University Marks and Content must comply with the Rules and Regulations and policies of University's Board of Regents, as well as all University and UT Institution policies.

Any use of the University Marks and Content by Contractor other than as permitted in this Section must be pursuant to a license issued by the Collegiate Licensing Company or any successor identified by University.

47. State Web Site Requirements

- (a) Contractor represents and warrants ("EIR Warranty") that the web sites, electronic and information resources, and all associated information, documentation, and support that it provides to University and the UT Institutions under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapters 206 and 213 of the *Texas Administrative Code* (the "State Web Site Requirements", as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.)
- (b) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Warranty, then Contractor represents and warrants that it will, at no cost to University or the UT Institutions, either (1) perform all

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necessary remediation to make the EIRs satisfy the EIR Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Warranty. In the event that Contractor fails or is unable to do so with respect to such an EIR, then the UT Institutions to whom Contractor has provided that EIR may terminate its Orders and Contractor will, within thirty (30) days after the termination date, refund to those UT Institutions all amounts that the UT Institutions have pre-paid to Contractor under those Orders for goods or services that the UT Institutions did not receive from Contractor under those Orders as a result of such termination.

- (c) Prior to entering into an Order Contractor and the UT Institution under that Order will determine the compliance by all EIRs provided by Contractor under that Order with the EIR Warranty, and in the event that such EIRs are not fully in compliance with the EIR Warranty, then the Order must document such non-compliance and the plan that Contractor will undertake to bring such EIRs into compliance with the EIR Warranty.
- (d) Additionally, Contractor will on a periodic basis have third party assessments performed addressing the compliance by its EIRs with the State Web Site Requirements. At a minimum, such assessments will be performed annually or within 6 months of a significant release or update of an EIR. In the event that such an assessment identifies non-compliance by any EIRs with the State Web Site Requirements, Contractor will notify the University and the University and Contractor may agree to document a written plan that Contractor will undertake to bring those EIRs into compliance with the EIR Warranty ("EIR Remediation Plan.") Such an EIR Remediation Plan must be executed by authorized officials of both parties and will be incorporated into this Agreement for all purposes once so executed.

48. Orders

Contractor agrees that, to the extent authorized by the laws and Constitution of the State of Texas, all UT Institutions may enter into Orders with Contractor for Contractor products and services under this Agreement, subject to the following:

- (a) Compliance with Agreement. By entering into an Order under this Agreement, each UT Institution agrees to be solely responsible for complying with all terms and conditions of this Agreement (including all terms and conditions applicable to the University) which are incorporated into that Order for all purposes. In particular, each UT Institution must document in each Order entered into under this Agreement the address(es) where Contractor is to send any notices to the UT Institution under that Order (see **Section 11**, "Notices", of this Agreement.) However, when a UT Institution enters into an Order with Contractor under this Agreement, that UT Institution is entitled to all of the rights and privileges accruing or made available to a UT Institution or to University under the terms and conditions of this Agreement as incorporated into that Order.
- (b) Parties to an Order. Each Order that a UT Institution enters into with Contractor under this Agreement will be solely between Contractor and that UT Institution. No other UT Institution will be a party to that Order or in any way obligated or liable under that Order, either to Contractor or to the UT Institution placing that Order. No UT Institution will be bound by or obligated under any terms and conditions that are agreed to by Contractor and another UT Institution.

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- (c) Breach or Default by UT Institution. Each UT Institution shall be solely and exclusively responsible for any breach or default of its obligations under the Orders that it enters into with Contractor under this Agreement (including its obligations under the terms and conditions of this Agreement as incorporated into each Order). A UT Institution's breach or default of its obligations under an Order will not
- (i) affect the validity of this Agreement with respect to any other UT Institution,
 - (ii) affect the validity of any other Orders entered into with Contractor under this Agreement, or
 - (iii) constitute or be deemed a breach or default by any other UT Institution.
- (d) Breach or Default by Contractor. A UT Institution will not be obligated or in any way responsible to another UT Institution for Contractor's breach of, default under, or failure to comply with the terms and conditions set forth in this Agreement or in any Order entered into by Contractor and that other UT Institution under this Agreement.
- (e) Termination of Orders. By entering into an Order under this Agreement, each UT Institution authorizes the University to terminate this Agreement in its entirety, including all of the Orders entered into by that UT Institution with Contractor under this Agreement, as more specifically set forth in **Sections 28.4 and 28.5** of this Agreement. However, the University is not authorized to and will not manage, monitor, or terminate a specific Order on behalf of another UT Institution. Furthermore, no UT Institution is authorized to manage, monitor, or terminate any Orders that another UT Institution enters into with Contractor under this Agreement. Notwithstanding any other provision of this Agreement, only the University may terminate the entire Agreement under **Sections 28.4 and 28.5** of this Agreement.

49. Key Personnel

The parties acknowledge that Contractor's CEO, President, and CFO ("Key Personnel") play a critical role in the performance of Contractor's obligations under this Agreement. If there are any changes in Key Personnel, Contractor shall notify University within four (4) business days of such changes becoming effective, with such notice describing the potential impact or risks, if any, to the University and/or the UT Institutions and Contractor's proposed plan to mitigate the impact and risks ("Key Personnel Plan" or "Plan"). University shall have four (4) business days after receiving such notice ("Review Period") to reasonably object to the Key Personnel Plan. If University does not object within the Review Period, University shall be deemed to accept the Plan. If University in good faith reasonably objects to the Plan within the Review Period, the Parties shall work together in good faith to resolve University's concerns on a mutually agreeable basis.

11.16.11

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

UNIVERSITY:

**THE UNIVERSITY OF TEXAS
SYSTEM**

SP

By: Scott C. Kelley

Scott C. Kelley
Executive Vice Chancellor for Business Affairs

CONTRACTOR:

ACADEMIC PARTNERSHIPS, LLC

By: Michael J. Briskey
Name: Michael J. Briskey
Title: CFO

Attest: _____
Corporate Secretary

The following Exhibits are attached to and incorporated into this Agreement for all purposes:

EXHIBIT A – Services and Pricing

EXHIBIT B – RFP

EXHIBIT C – Proposal

EXHIBIT D – HUB Subcontracting Plan

EXHIBIT A**SERVICES AND PRICING**

- A. **RFP and Proposal.** This Agreement is being entered into as a result of University's RFP No. BOR-07-08-11, Selection of Vendor(s) to Provide Online Education Services as set forth in **Exhibit B** (the "RFP"), and Contractor's Proposal in response to the RFP as set forth in **Exhibit C** (the "Proposal"). The terms and conditions of the RFP and the Proposal are incorporated into this Agreement for all purposes. This Agreement will control in the event of any conflict between this Agreement and the RFP and/or the Proposal.
- B. **Services.** Section 5 of the RFP and Contractor's responses to that Section 5 in its Proposal establish the minimum requirements and specifications for the Services. An Order between a UT Institution and Contractor will establish further specifications and requirements for the Services.
- C. **Pricing and Payment.** Contractor's responses in its Proposal to Sections 5.2.5, 5.3.3, 5.4.6, 5.4.8, 5.4.9, and 6 of the RFP establish the baseline pricing structure that Contractor will charge UT Institutions for its performance of the Services under an Order. University acknowledges that specific Order pricing will be highly dependent on a number of factors, including, but not limited to (1) tuition and fees, (2) program structure such as number of start dates, (3) the degree program offered, (4) anticipated demand, (5) state authorization secured by UT Institution, and (6) level of faculty and administrative support. Each Order will document the specific pricing that Contractor will charge the UT Institution under that Order and the terms under which the UT Institution will make payment to Contractor under that Order. Such pricing may include Recovery Payments as described in Section 28 in the main body of this Agreement. However, in no event will the prices that Contractor charges a UT Institution for its performance of the Services under an Order differ from the baseline pricing identified above unless agreed to by that UT Institution and documented in that Order.
- D. **Auxiliary Enterprise.** In the event that an Order establishes an auxiliary enterprise subject to the requirements of Subchapter C, Chapter 2252, *Government Code*, Contractor and the Customer under that Order will address those requirements in that Order.
- E. **Epic Learning Management System.** Contractor's Proposal offers its Epic learning management system to the UT Institutions. If an Order provides for a UT Institution's use of the Epic system, then Contractor agrees that
- (1) the release of any of that UT Institution's information stored or maintained in the Epic system to government agencies or other authorities must be managed by The University of Texas System Administration,
 - (2) in the event of a security breach involving the Epic system, Contractor's technologies and management of the UT Institution's information must allow for the investigation of such a breach (including any investigation requested by the UT Institution), and if necessary, conduct of a forensic analysis that includes a documented chain of custody.

11.16.11

- F. **Security of Data Transfers.** An Order may require data transfers to be made between Contractor and an UT Institution. For example, if a UT Institution does not use Contractor's Epic system, daily feeds between Contractor's systems and the UT Institution's student information system (SIS) and learning management system (LMS) may be required. Furthermore there may be the requirement for the transfer of applicant, user, and enrollment data between Contractor and a UT Institution. All such data transfers must be encrypted and done in a secure manner and Contractor's servers must be housed at a secured data center.
- G. **Escrow Account.** In creating an Order, Contractor and a Customer may agree to establish an escrow account (for example, see **Section 4.47** of the RFP.) In such a case, Contractor and the Customer under that Order will address the requirements and terms and conditions for such an escrow account in the Order.
- H. **Information Security Review.** Prior to entering into an Order Contractor and the UT Institution under that Order will determine if the Order must document any additional requirements regarding information security. Contractor will also conduct an annual vulnerability test and risk assessment of its Network and the Epic system and provide the UT Institutions with the results.

11.16.11

EXHIBIT B

RFP

REQUEST FOR PROPOSAL

by

The University of Texas System Administration

for

**Selection of Vendor(s) to Provide
Online Education Services**

RFP No. BOR-07-08-11

Submittal Deadline: August 8, 2011

Issued: July 8, 2011

REQUEST FOR PROPOSAL

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Attachments:

<u>APPENDIX ONE:</u>	PROPOSAL REQUIREMENTS
<u>APPENDIX TWO:</u>	HUB SUBCONTRACTING PLAN
<u>APPENDIX THREE:</u>	STATE WEB SITE REQUIREMENTS
<u>APPENDIX FOUR:</u>	ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS

SECTION 1

INTRODUCTION

1.1 Description of the University

The University of Texas System (also referred to herein as the “**University**” or “**UT System**”) is the largest system of public higher education in Texas.

In 1881, the Texas State Legislature established the “Main University,” now known as The University of Texas at Austin, and a medical school, now known as The University of Texas Medical Branch at Galveston. From these origins, The UT System has grown to include 15 educational institutions and employ more than 84,000 faculty and staff employees. The UT System’s budget for FY 2010 was almost \$11.9 billion. Rich in heritage and tradition, the UT System currently provides instruction to more than 202,000 students and is a national leader in various research endeavors.

UT System encompasses a diverse community of institutions including major research universities, comprehensive academic universities, upper level institutions, comprehensive health science institutions and specialized hospitals – all of which are highly complex organizations. The “**UT Institutions**” and their locations are as follows:

- The 9 general academic institutions included in UT System (the “**UT Academic Institutions**”) are located in the following Texas cities: Arlington, Austin, Brownsville, Dallas, Edinburg (UT Pan American), El Paso, Odessa (UT Permian Basin), San Antonio and Tyler.
- The 6 health science institutions included in UT System (the “**UT Health Science Institutions**”) are located in the following Texas cities: Dallas, Galveston, Houston (UT Health Science Center - Houston and UT M. D. Anderson Cancer Center), San Antonio and Tyler.
- Finally, UT System’s administrative offices (“**UT System Administration**”) are located in Austin, Texas.

1.2 Objective of this Request for Proposal

The University of Texas System Administration (“**University**”) is soliciting proposals in response to this Request for Proposal No. BOR-07-08-11 (“**RFP**”) from qualified persons and entities (“**Proposers**”) in order for the University to enter into non-exclusive agreements (“**Agreements**”) with one or more vendors (“**Contractors**”) for the services set forth in **Section 5** (the “**Services**”). The Services include the provision of web-based applications and associated services in support of the UT Institutions implementation of online education courses in which students may register, attend, and participate and receive degree credit for satisfactorily completion of such courses.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until **3:00 p.m.**, Central Prevailing Time on **Monday, August 8, 2011** (the “**Submittal Deadline**”).

2.2 University Contact Person

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

Scott Patterson
The University of Texas System
201 West 7th Street
Austin, Texas 78701

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to the University Contact. The University Contact must receive all questions or concerns no later than **July 28, 2011**. 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;
 - 2.3.2.2 the reputation of the Proposer and of the Proposer's goods or services;
 - 2.3.2.3 the quality of the Proposer's goods or services;
 - 2.3.2.4 the extent to which the goods or services meet the University's needs;
 - 2.3.2.5 the Proposer's past relationship with the University;
 - 2.3.2.6 the total long-term cost to the University of acquiring the Proposer's goods or services;
 - 2.3.2.7 the Proposer's exceptions to the terms and conditions set forth in **Section 4** of this RFP;
 - 2.3.2.8 the Proposer's proposed contract terms and conditions (ref. **Section 5.3.2** of this RFP); and
 - 2.3.2.9 the Proposer's responses and information provided at any oral presentations, face-to-face interviews, discussions, or negotiations conducted with Proposer (ref. **Section 2.7** and **Section 1.5** of **APPENDIX ONE** to this RFP).

2.4 Key Events Schedule

Issuance of RFP	July 8, 2011
Pre-Proposal Conference (ref. Section 2.6 of this RFP)	July 26, 2011
Deadline for Questions/Concerns (ref. Section 2.2 of this RFP)	July 28, 2011
Submittal Deadline (ref. Section 2.1 of this RFP)	3:00 p.m. Central Prevailing Time on Monday, August 8, 2011

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 Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency. 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 the 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 the University to ensure compliance with the HUB program.

- 2.5.2 The 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. As stated in University's Policy on Utilization of Historically Underutilized Businesses attached as **APPENDIX TWO** and incorporated for all purposes, the HUB goal for this RFP is 33% (Other Services Contracts).
- 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 TWO**.

Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including APPENDIX TWO. 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 should be directed to:

Contact:	Stephanie Park
	HUB Coordinator
Phone:	512 499-4378
Email:	spark@utsystem.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 TWO** that sets forth all changes requested by Contractor, (2) Contractor provides the University with such a modified version of the HSP, (3) the University approves the modified HSP in writing, and (4) all agreements or contractual arrangements resulting from this RFP are amended in writing by the University and Contractor to conform to the modified HSP.

- 2.5.4 Proposer must submit three (3) originals of the HSP to the University at the same time it submits its proposal to the University (ref. **Section 3.2** of this RFP.) The three (3) 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 1.2** 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 the 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, the 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 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 the 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 the 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 **2:00 p.m.**, Central Prevailing Time on **Tuesday, July 26, 2011** in Room 208 of the Ashbel Smith Building, 201 West 7th Street, Austin, Texas 78701. The pre-proposal conference will allow all Proposers an opportunity to ask University's representatives relevant questions and clarify provisions of this RFP.

A map of the UT System complex setting forth the Ashbel Smith Building and parking information is available at <http://www.utsystem.edu/contact/areaparkingoptions.htm>.

2.7 Proposer Presentations, Discussions, and Negotiations

As noted in **Section 1.5 of Appendix One**, the University reserves the right to invite Proposers to participate in oral presentations, face-to-face interviews, discussions, or negotiations.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit a total of fifteen (15) complete and identical copies of its *entire* proposal. 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 submitted proposal. The copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

3.2 Submission

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

Jenny Murphy
Director of Accounting & Purchasing Services
The University of Texas System
702 Colorado Street, Suite 3.210
Austin, Texas 78701

3.3 Proposal Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of one hundred and twenty (120) 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, the Terms and Conditions (ref. **Section 4** of this RFP), the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications; Required Information and 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; Required Information and Questions (ref. **Section 5** of this RFP);
- 3.4.1.2. Terms and Conditions (ref. **Section 4** of this RFP);
- 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: Required Information and Questions Section (ref. **Section 5** of this RFP)
- 3.5.6 Signed and completed originals of the HUB Subcontracting Plan (ref. **Section 2.5** of this RFP and **APPENDIX TWO**).

SECTION 4

GENERAL TERMS AND CONDITIONS

4.1 General

The terms and conditions contained in this **Section 4** or, in the sole discretion of University, terms and conditions substantially similar to these terms and conditions, will be included in any contract or agreement that results from this RFP (ref. **Section 1.4** of **APPENDIX ONE**). If Proposer takes exception to any terms or conditions set forth in this **Section 4**, 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.

As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the "Contractor." The "UT Institutions" are defined in **Section 1.1** of this RFP.

4.2 Term, Orders, and Payment

The term of this Agreement will begin on the Effective Date and expire on the 1st anniversary of the Effective Date. University will have the option to renew this Agreement for four (4) additional one (1) year terms. Such an initial term and all renewal terms are collectively referred to as the "Term."

A UT Institution can obtain the services set forth in this Agreement (the "Services") from a Contractor by entering into a written order with that Contractor (an "Order"). All of the terms and conditions of this Agreement are incorporated into each Order between Contractor and a UT Institution. Contractor will provide all Services identified in an Order in accordance with the terms and conditions of this Agreement and that Order. In the event of any conflict between an Order and this Agreement, this Agreement will control. Provided, however, a UT Institution and Contractor may agree to include additional business terms and conditions in an Order to further specify or clarify the Services provided under that Order or to provide more beneficial pricing than that set forth in this Agreement.

Contractor and a UT Institution can enter into an Order at any time during the Term. Such an Order shall specify the term during which Contractor will perform Services under that Order ("Order Term") as well as identify specific terms and conditions related to the Services to be provided by Contractor to the UT Institution under that Order. To the extent that this Agreement expires or terminates prior to the end of an Order Term for an Order, then that Order will survive any such termination or expiration of the Agreement and the terms and conditions of this Agreement will continue to be incorporated for all purposes into that Order throughout its Order Term.

The UT Institutions will pay any fees due to Contractor under the Orders entered into under this Agreement in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, *Government Code*. Pursuant to the Act, payment shall be deemed late on the 31st day after the later of: 1) the date the performance of the Services under this Agreement are completed, or 2) the date University receives an invoice for the Services. University will be responsible for interest on overdue payments equal to the sum of: 1)

one percent, plus 2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year (University's fiscal year begins September 1) that does not fall on a Saturday or Sunday. 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 this Agreement or any Orders; and (c) other reasonable action. The cumulative amount of all payments made by a UT Institution under an Order will not exceed any Contract Amount defined in that Order. 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.

In the event of any conflict concerning prices, fees, costs, or amounts between or within this Agreement, an Order entered into under this Agreement, or an invoice or quote associated with an Order, a UT Institution will only be obligated to pay the lesser price, fee, cost, or amount notwithstanding any such conflict. Each UT Institution will only be obligated to pay Contractor any amounts provided for in the Orders that are entered into between Contractor and that UT Institution (including any amounts required by the terms and conditions of this Agreement as incorporated into such Orders.) In no event will a UT Institution be responsible for paying Contractor under any of the Orders that Contractor enters into with other UT Institutions.

These terms and conditions regarding payment will control over any other payment provisions set forth in any Order entered into under this Agreement.

Contractor understands and agrees that:

- (1) despite entering into this Agreement with the University, neither the University nor any of the UT Institutions represents, warrants, guarantees, or has any obligation to enter into an Order to obtain Services from Contractor,
- (2) this Agreement is non-exclusive and the University and the UT Institutions reserve the right to obtain the Services from any other person or entity at their sole discretion,
- (3) it will not receive any payment or other compensation under this Agreement unless it (1) enters into an Order with a UT Institution and (2) performs Services under such an Order in accordance with the terms and conditions of that Order and its Agreement.

4.3 Tax Exemption

University and all UT Institutions, as agencies of the State of Texas, are exempt from Texas Sales & Use Tax on the Services in accordance with Section 151.309, *Tax Code*, and Title 34 *Texas Administrative Code* ("TAC") Section 3.322.

4.4 Prompt Payment Discount

Notwithstanding any other provision of this Agreement, each UT Institution that enters into an Order with Contractor is entitled to a "**Prompt Payment Discount**" of _____% off of each payment that the UT Institution submits within _____ days after the UT Institution's receipt of Contractor's invoice for that payment. **[NOTE: To be completed based on the proposal of the successful Proposer(s); ref. Section 6.3]**

4.5 Contractor's Obligations.

- 4.5.1 Contractor will perform the Services in compliance with all applicable federal, state and local, laws, regulations, and ordinances. 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, *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.
- 4.5.2 Contractor represents, warrants and agrees that (a) it will use its best efforts to perform the Services in a good and workmanlike manner and in accordance with the highest standards of Contractor's profession or business, and (b) all of the Services 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.
- 4.5.3 Contractor will call to the attention of the University and any UT Institution in writing all information in any materials supplied to Contractor (by University, that UT Institution, or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.
- 4.5.4 Contractor warrants and agrees that the Services will be accurate and free from any material defects. Contractor's duties and obligations under this Agreement and all Orders will at no time be in any way diminished by reason of any approval by University or any UT Institution nor will Contractor be released from any liability by reason of any approval by University or UT Institution, it being agreed that University and the UT Institutions are at all times relying upon Contractor's skill and knowledge in performing the Services.
- 4.5.5 Contractor will, at its own cost, correct all material defects in the Services as soon as practical after Contractor becomes aware of the defects. If Contractor fails to correct material defects in the Services within a reasonable time, then University or a UT Institution may correct the defective Services at Contractor's expense. This remedy is in addition to, and not in substitution for, any other remedy for defective Services that University or a UT Institution may have at law or in equity.
- 4.5.6 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 Services to be duly registered and/or licensed under all applicable federal, state and local, laws, regulations, and ordinances. Contractor will assign to this Agreement a designated representative who will be responsible for the administration and coordination of the Services. Contractor will furnish efficient business administration and coordination and perform the Services in an expeditious and economical manner consistent with the interests of University and the UT Institutions.
- 4.5.7 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.

- 4.5.8 Contractor represents and warrants that neither the execution and delivery of this Agreement or any Orders by Contractor nor the performance of its duties and obligations under this Agreement or any Orders 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.
- 4.5.9 Contractor represents and warrants that all of Contractor's Personnel contributing to the Work Material (ref. **Section 4.27**) 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.
- 4.5.10 Contractor represents and warrants that: (i) the Services 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.
- 4.5.11 If this Agreement requires Contractor's presence on University's premises or in University's facilities, Contractor agrees to cause its representatives, agents, employees and 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.

4.6 Auxiliary Enterprise.

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

- 4.6.1 In accordance with Section 2252.062, *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.
- 4.6.2 In accordance with Section 2252.063, *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 _____, 20____ **[Note: Date to be completed during contract negotiations.]** and each twelve (12) month period thereafter, during the term of this Agreement.
- 4.6.3 In accordance with Section 2252.064, *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 _____ (\$______). **[Note: Amount to be completed during contract negotiations.]** The performance bond will be issued by a surety company authorized to do business in the State of Texas and acceptable to University in all respects. The performance bond will be made payable to University and conditioned upon the prompt and faithful performance of the Services and all of Contractor's other duties and obligations under this Agreement.

4.7 Family Code Child Support Certification

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

4.8 Eligibility Certifications

Pursuant to Sections 2155.004 and 2155.006, *Government Code*, Contractor certifies that Contractor is not ineligible to receive the award of or payments under this Agreement or any Orders and acknowledges that this Agreement and/or any Order may be terminated and payment withheld if these certifications are inaccurate.

4.9 Tax Certification

If Contractor is a taxable entity as defined by Chapter 171, *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.

4.10 Payment of Debt or Delinquency to the State

Pursuant to Sections 2107.008 and 2252.903, *Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement or any Orders 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 such debt or delinquency is paid in full.

4.11 Products and Materials Produced in Texas

If Contractor will provide services under this Agreement, Contractor covenants and agrees that in accordance with Section 2155.4441, *Government Code*, in performing its duties and obligations under this Agreement or any Orders, Contractor shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

4.12 Loss of Funding

Performance by each UT Institution under the Orders that the UT Institution enters into with Contractor 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 for an Order, or if the Board fails to allocate the necessary funds for an Order (a "Non-Funded Order") then the UT Institution that is a party to that Non-Funded Order shall issue written notice to Contractor and the UT Institution may terminate their further participation under the Non-Funded Order without further duty or obligation under that Order. Provided, however, that such termination of a Non-Funded Order shall not terminate or otherwise affect any other Orders entered into under this Agreement.

Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University and the UT Institutions.

4.13 Notices

Except as otherwise provided in 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 or any Orders will be in writing and will be sent via registered or certified mail, overnight courier, confirmed facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below), and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one business day after delivery to the courier, (iii) if sent by facsimile (to the extent a facsimile number is set forth below), when transmitted, and (iv) if sent by email (to the extent an email address is set forth below), when received:

- (1) If to University: Dr. Scott C. Kelley
Executive Vice Chancellor for Business Affairs
The University of Texas System
201 West 7th Street
Austin, Texas 78701-2982

(2) If to Contractor: _____

 Attention: _____

(3) If to a UT Institution other than the University, then at the address(es) for that UT Institution as set forth in that UT Institution's Order(s)

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 or any Orders, if Contractor intends to deliver written notice pursuant to Section 2251.054, *Government Code* concerning an Order

(1) to the University, then Contractor shall send that notice to the University as follows:

Dr. Scott C. Kelley
 Executive Vice Chancellor for Business Affairs
 The University of Texas System
 201 West 7th Street
 Austin, Texas 78701-2982
 Fax: (512) 499-4289
 Email: LegalNotices@utsystem.edu

or such other person or address as may be given in writing by the University to Contractor in accordance with the requirements for notices set forth above; or

(2) to a UT Institution other than the University, then Contractor shall send that notice to the UT Institution at the address set forth in the Order or to such other person or address as may be given in writing by that UT Institution to Contractor in accordance with the requirements for notices set forth above.

4.14 State Auditor's Office

Contractor understands that acceptance of funds under this Agreement and all Orders 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), *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 permitted subcontractors.

4.15 Venue; Governing Law

Travis County, Texas, shall be the proper place of venue for suit on or in respect of this Agreement and all Orders. This Agreement, all Orders, and all of the rights and obligations of the parties thereto and all of the terms and conditions thereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

4.16 Breach of Contract Claims

- 4.16.1 To the extent that Chapter 2260, *Government Code*, as it may be amended from time to time ("**Chapter 2260**"), is applicable to this Agreement or any Order 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:
- 4.16.1.1 Contractor's claims for breach of this Agreement or any Order 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 and all applicable UT Institutions 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 or the UT Institution(s) 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 thereof 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.
- 4.16.1.2 If the parties are unable to resolve their disputes under Section 4.16.1.1, 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 or any UT Institution.
- 4.16.1.3 The parties hereto specifically agree that (i) neither the execution of this Agreement, the execution of any Order under this Agreement, nor any other conduct, action or inaction of any representative of the University or any UT Institution relating to this Agreement or any Order constitutes or is intended to constitute a waiver of the University's, any UT Institution's, or the state's sovereign immunity to suit and (ii) neither the University nor any UT Institution has waived its right to seek redress in the courts.
- 4.16.2 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.
- 4.16.3 The University, the UT Institutions, and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

4.17 Compliance with Law

Contractor will perform the Services in compliance with all applicable federal, state and local, laws, regulations, and ordinances. 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, *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.

4.18 Records

Records of Contractor's costs, any reimbursable expenses pertaining to the Services and payments will be available to University, the applicable UT Institutions, or their authorized representatives during business hours and will be retained for four (4) years after final payment or abandonment of the Services, unless University otherwise instructs Contractor in writing.

4.19 Insurance.

4.19.1 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 admitted 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:

4.19.1.1 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 (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of University.

4.19.1.2 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 Agreement, fully insuring Contractor's (or Subcontractor's) liability for bodily injury (including death) and property damage.

4.19.1.3 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.

- 4.19.1.4 Professional Liability Insurance with limits of not less than \$1,000,000 per claim.
 - 4.19.1.5 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 4.19.1.1 Employers Liability Insurance, Section 4.19.1.2 Commercial General Liability Insurance, and Section 4.19.1.4 Commercial Auto Liability Insurance.
 - 4.19.1.6 Director and Officer Liability Insurance with limits of not less than \$1,000,000 on a claims-made basis.
- 4.19.2 Contractor will deliver to University:
- 4.19.2.1 Evidence satisfactory to University in its sole discretion, evidencing 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 or any Orders.
 - 4.19.2.2 Additional evidence, satisfactory to University in its sole discretion, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers' Compensation and Employer's Liability, will be endorsed and name University and the UT Institutions as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of University and the UT Institutions. All policies with the exception of Workers' Compensation and Employer's Liability will be endorsed to provide primary and non-contributory coverage. No policy will be canceled until after thirty (30) days' unconditional written notice to University and the UT Institutions.
 - 4.19.2.3 Contractor will be responsible for providing to University and the UT Institutions immediate notice of its receipt of a notice of cancellation, termination, material change, or non-renewal relating to any insurance policy required herein. This requirement may be satisfied by providing a copy of the notice received by the Contractor to the University and the UT Institutions within two business days or by endorsement of the policy to require notice to the University and the UT Institutions to be provided by the insurer.
- 4.19.3 The insurance policies required in this Agreement will be kept in force at all times during the term of the Agreement and all Orders.

4.20 Indemnification

- 4.20.1 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, THE UT INSTITUTIONS, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM 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.
- 4.20.2 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 AND THE UT INSTITUTIONS WILL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UNIVERSITY AND THE UT INSTITUTIONS AGREE TO REASONABLY COOPERATE WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.
- 4.20.3 THE PROVISIONS OF THIS SECTION 4.20 WILL CONTROL OVER ANY PROVISIONS IN THE AGREEMENT OR ANY ORDER WHICH REQUIRE CONTRACTOR TO INDEMNIFY, PROTECT, DEFEND, OR HOLD HARMLESS THE UNIVERSITY OR ANY UT INSTITUTION.

4.21 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://www.utsystem.edu/policy/policies/int160.html>, University's 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 or UT Institution 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 transactions that are the subject of this Agreement or any Order.

- 4.22 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 or any Order 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 4.30**. 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.
- 4.23 Force Majeure.** Neither party to this Agreement or any Order will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character (“**force majeure occurrence**”). Provided, however, in the event of a force majeure occurrence, Contractor agrees to use its best efforts to mitigate the impact of the occurrence so that any University healthcare institution may continue to provide healthcare services during the occurrence.
- 4.24 Entire Agreement; Modifications.** The terms and conditions of this Agreement are incorporated for all purposes into each Order entered into between a UT Institution and Contractor under this Agreement. Each Order entered into between Contractor and a UT Institution under the Agreement constitutes a separate contract between Contractor and that UT Institution, and such an Order supersedes all prior agreements, written or oral, between Contractor and that UT Institution concerning the subject matter of that Order, and constitutes the entire agreement and understanding between Contractor and that UT Institution with respect to the subject matter of that Order. Each Order entered into by Contractor and a UT Institution and each of that Order's provisions shall be binding upon Contractor and that UT Institution and may not be waived, modified, amended or altered except by a writing signed by Contractor and that UT Institution.
- 4.25 Captions**
- The captions of sections and subsections in this Agreement or in any Order are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
- 4.26 Waivers**
- No delay or omission in exercising any right accruing upon a default in performance of this Agreement or of any Order will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement or under any Order will not be construed to be a waiver of any subsequent default under this Agreement or that Order.

4.27 Ownership and Use of Work Material

- 4.27.1 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 Services (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.
- 4.27.2 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.
- 4.27.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use (or allow the UT Institutions to use) the Work Material for the completion of the Services or otherwise. University may, at all times, retain the originals of the Work Material. The Work Material will not to be used by any person other than University on other projects unless expressly authorized by University in writing.
- 4.27.4 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.
- 4.27.5 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 Services 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.

4.28 Confidentiality and Safeguarding of University Records; Press Releases; Public Information

Under this Agreement, Contractor may (1) create records or record systems for University or a UT Institution (2) receive records or record systems from or on behalf of University or a UT Institution, or (3) have access to records or record systems of University or a UT Institution (collectively, "**University Records**"). Such University Records include any (i) curricula, degree plans, course materials, tests, examinations, assessments, and similar academic materials of the University, the UT Institutions, or their faculty or staff (collectively, "Academic Materials"), (ii) any information or data about University or UT Institution students, faculty, or staff, or (iii) any notes, writings, questions, class participation data, test answers or results, or other academic coursework or materials of University or UT Institution students. Notwithstanding any

other provision of this Agreement or any Order, the University Records will remain the property, as applicable, of the University, the UT Institutions, or the associated University or UT Institutional faculty, staff, or students. Specifically, the University and the UT Institutions will retain sole control over all Academic Materials.

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 (ii) 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 all Orders; and (4) comply with the University’s rules, policies, and procedures of the University and the UT Institutions regarding access to and use of University and UT Institution information and computer systems. Notwithstanding any other provision of this Agreement, in no event will Contractor or any Contractor employees, contractors, or agents (or any other persons for whom Contractor is responsible) store, host, transmit, transport, process, analyze, ship, or otherwise take or send any University Records or other data or information provided by University, any UT Institutions, or any of their students, faculty, or staff under this Agreement outside of the United States. At the request of University or a UT Institution, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.

4.28.1 Notice of Impermissible Use. If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University and any affected UT Institutions within one (1) business day after Contractor’s discovery of that use or disclosure. Contractor will promptly provide University and any affected UT Institutions with all information requested regarding the impermissible use or disclosure.

4.28.2 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 and the UT Institutions will be (1) returned to University and those UT Institutions, 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 and the applicable UT Institutions with written notice of Contractor’s intent to destroy University Records. Within five (5) days after destruction,

Contractor will confirm in writing to University and the applicable UT Institutions the destruction of University Records.

4.28.3 **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.

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

4.28.5 **Public Information.** University and the UT Institutions strictly adhere 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, Government Code*.

4.28.6 **Termination.** In addition to any other termination rights set forth in this Agreement or any Order 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 and all Orders without notice or opportunity to cure.

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

4.29 **HIPAA Compliance.** If this Agreement or any Order relates to private health information of a UT Institution or if Contractor will have access to private health information held by a UT Institution, then Contractor agrees that it will execute a HIPAA Business Associate Agreement (“BAA”) with that UT Institution in the form agreed to by Contractor and that UT Institution.

4.30 **Default and Termination.** The following provisions shall apply regardless of any conflicting terms and conditions in any Order entered into under this Agreement:

4.30.1 In the event Contractor breaches the terms and conditions of an Order (including any Contractor breach of the terms and conditions of this Agreement as incorporated into that Order), the UT Institution may terminate that Order (a “Contractor-Breached Order”) upon thirty (30) days’ written notice to Contractor. However, a Contractor-Breached Order shall not terminate at the end of the thirty-day notice period in the event that Contractor completely cures its breach of that Order before the end of that thirty-day period. The termination of a Contractor-Breached Order by a UT Institution under this Section 4.30.1 shall not terminate or otherwise affect any other Orders entered into with Contractor under this Agreement by the terminating UT Institution or by any of the other UT Institutions.

4.30.2 A UT Institution may terminate any Order without cause by providing Contractor with thirty (30) days’ advance written notice of such termination. However, a UT Institution terminating an Order under this Section 4.30.2 will

remain responsible for paying for all goods or services that Contractor provides to the UT Institution under that Order prior to such termination, so long as such goods or services conform to the terms and conditions of that Order and this Agreement and provided that Contractor delivers all Work Material to University. However, in no event will a UT Institution be obligated to pay Contractor any amounts for anticipatory profits associated with the terminated Order, any services that are not rendered by Contractor, any ordered products, goods, or materials that are not delivered by Contractor, or any costs that could reasonably have been avoided by Contractor once it receives notice of the terminated Order. The termination of an Order without cause by a UT Institution under this Section 4.30.2 shall not terminate or otherwise affect any other Orders entered into with Contractor under this Agreement by that UT Institution or by any of the other UT Institutions.

- 4.30.3 In the event a UT Institution breaches the terms and conditions of an Order (including the UT Institution's breach of the terms and conditions of this Agreement as incorporated into that Order), Contractor may terminate that Order (a "UT Institution-Breached Order") upon thirty (30) days' written notice to that UT Institution. However, a UT Institution-Breached Order shall not terminate at the end of the thirty-day notice period in the event that the UT Institution completely cures its breach of that Order before the end of that thirty-day period. The termination of a UT Institution-Breached Order by Contractor under this Section 4.30.3 shall not terminate or otherwise affect any other Orders entered into with Contractor under this Agreement by the breaching UT Institution or by any of the other UT Institutions.
- 4.30.4 In the event of Contractor's breach of the terms and conditions of this Agreement or of any of the Orders, the University may immediately terminate this Agreement in its entirety, including all of the Orders entered into by the UT Institutions and Contractor under this Agreement, by providing written notice to Contractor.
- 4.30.5 The University may, without cause, terminate this Agreement in its entirety, including all of the Orders entered into by the UT Institutions and Contractor under this Agreement, by providing Contractor with thirty (30) days' advance written notice of such termination. However, each UT Institution will remain responsible for paying for all goods or services that Contractor provides to that UT Institution under the Orders that the UT Institution entered into with Contractor prior to the date on which Contractor receives the University's notice of termination under this Section 4.30.5, so long as such goods or services conform to the terms and conditions of the applicable Order and this Agreement and provided that Contractor delivers all Work Material to University. However, in no event will a UT Institution be obligated to pay Contractor any amounts for anticipatory profits associated with any such terminated Orders, any services that are not rendered by Contractor, or any ordered products, goods, or materials that are not delivered by Contractor. Any Orders issued to or entered into with Contractor following the date on which Contractor receives the University's notice of termination under this Section 4.30.5 shall be null and void, and neither Contractor, the University, nor any UT Institution shall be bound by or obligated under such Orders.

- 4.30.6 The University may, on written notice to Contractor, terminate the issuance of any further Orders to Contractor under this Agreement as of a specified date (the “Stop Date”). Upon its receipt of such written notice from the University, Contractor shall not accept any Orders issued under this Agreement by any of the UT Institutions as of the Stop Date specified in such notice. However, termination under this Section 4.30.6 shall not terminate or otherwise affect any Orders that the UT Institutions enter into with Contractor under this Agreement prior to the Stop Date; such Orders will continue in effect until they expire or are terminated in accordance with the terms and conditions of such Orders or this Agreement.
- 4.30.7 In the event of (i) any change in control of, or of a controlling interest in, Contractor (such as a sale or transfer of all or a majority of Contractor’s assets or ownership or control of Contractor’s stock or partnership interests), (ii) any change in Contractor’s senior officers or management, or (iii) the insolvency, bankruptcy, or voluntary or involuntary dissolution of Contractor, then (a) Contractor must provide the University and all UT Institutions that have entered into Orders with written notice of such an event as soon as possible, but in no event longer than two (2) days after the occurrence of that event, (b) each UT Institution that has entered into an Order may terminate that Order on written notice to Contractor, and (c) the University may terminate this Agreement and all Orders on written notice to Contractor.
- 4.30.8 Termination under **Sections 4.30.1, 4.30.2, 4.30.4, 4.30.5, 4.30.6, or 4.30.7** will not relieve Contractor from liability for any default or breach under this Agreement or any Order or any other act or omission of Contractor.
- 4.30.9 If Contractor fails to cure any default within thirty (30) days after receiving written notice of the default, the University or any UT Institution affected by the default 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 the curative actions of the University or the UT Institution.
- 4.30.10 In the event that this Agreement or any Order is terminated, then within thirty (30) days after termination, Contractor will reimburse University and all affected UT Institutions for all fees paid by University and those UT Institutions to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that University did not receive from Contractor prior to termination.

4.31 Binding Effect

This Agreement and all Orders will be binding upon and inure to the benefit of the parties thereto and their respective permitted assigns and successors.

4.32 Severability

In case any provision of this Agreement or any Order 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 or that Order, and this Agreement or that Order will be construed as if the invalid or unenforceable provision had not been included.

4.33 Limitation of Liability

EXCEPT FOR UNIVERSITY'S AND THE UT INSTITUTIONS' OBLIGATIONS (IF ANY) TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES UNIVERSITY AND THE UT INSTITUTIONS WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT OR ANY ORDER. NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UNIVERSITY OR ANY UT INSTITUTION 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, A UT INSTITUTION, OR ANYONE CLAIMING UNDER UNIVERSITY OR A UT INSTITUTION 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 OR ANY ORDER.

4.34 Assignment and Subcontracting

Except as specifically provided in Exhibit _____, Historically Underutilized Business Subcontracting Plan ("HSP"), attached and incorporated for all purposes, Contractor's interest in this Agreement and all Orders (including Contractor's duties and obligations under this Agreement and the Orders, and the fees due to Contractor under this Agreement and the Orders) 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 or any UT Institution; and (b) be a breach of this Agreement and the Orders for which Contractor will be subject to all remedial actions provided by Texas law, including Chapter 2161, *Government Code*, and 34 Texas Administrative Code ("TAC") Sections 20.101 through 20.108. The benefits and burdens of this Agreement and the Orders are assignable by University and the applicable UT Institutions. **[NOTE: The above Exhibit will be completed to include the Contractor's HSP.]**

4.35 Historically Underutilized Business Subcontracting Plan

Contractor agrees to use good faith efforts to subcontract the Services in accordance with the Historically Underutilized Business Subcontracting Plan ("HSP") (ref. Exhibit _____). Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University and all applicable UT Institutions 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 and all Orders. If University or a UT Institution determines that Contractor has failed to subcontract as set out in the HSP, University or that UT Institution 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 or a UT Institution determines that Contractor failed to implement the HSP in good faith, University or that UT Institution, in addition to any other remedies, may report nonperformance to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108. University or that UT Institution may also revoke this Agreement or any applicable Orders for breach and make a claim against Contractor. **[NOTE: The above Exhibit will be completed to include the Contractor's HSP.]**

4.35.1 Changes to the HSP. If at any time during the term of this Agreement or an Order, 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 4.24** to replace the HSP with the revised subcontracting plan.

4.35.2 **Expansion of the Services.** If the scope of the Services is expanded through a change order or any other amendment, University will determine if the additional Services contains probable subcontracting opportunities *not* identified in the initial solicitation for the Services. 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 or any Order may be amended to include the additional Services; or (b) Contractor may perform the additional Services. 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 and all Orders under **Section 4.30** and will be subject to any remedial actions provided by Texas law including Chapter 2161, *Government Code* and 34 TAC Section 20.14. University and the UT Institutions may report nonperformance under this Agreement or any Order to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108.

4.35.3 **Orders.** Before entering into an Order with a UT Institution, the UT Institution's HUB Coordinator will determine if the Order contains probable subcontracting opportunities. If the UT Institution's HUB Coordinator determines that probable subcontracting opportunities exist under that Order, 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) the Order may be entered into; or (b) Contractor may perform the Services under that Order. If Contractor subcontracts any of the additional subcontracting opportunities that a UT Institution identifies for an Order without prior authorization and without complying with 34 TAC Section 20.14, Contractor will be deemed to be in breach of this Agreement and all Orders under **Section 4.30** and will be subject to any remedial actions provided by Texas law including Chapter 2161, *Government Code* and 34 TAC Section 20.14. University and the UT Institutions may report nonperformance under this Agreement or any Order to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108.

4.36 Responsibility for Individuals Performing Services; Criminal Background Checks. Each individual who is assigned to perform the Services under this Agreement or any Order will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Services under this Agreement and the Orders. Prior to commencing the Services, Contractor will (1) provide University with a list ("List") of all individuals who may be assigned to perform the Services, and (2) have an appropriate criminal background screening performed on all the individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Services is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's campus who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform the Services.

Prior to commencing performance of the Services under this Agreement or any Order, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals assigned to

perform the Services.

4.37 Limitations

THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY AND THE UT INSTITUTIONS (WHICH ARE STATE AGENCIES) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT OR ANY ORDER, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY OR UT INSTITUTIONAL 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 OR THE UT INSTITUTIONS EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS. Neither the execution of the Agreement by the University, the execution of an Order by any UT Institution, nor any other conduct, action or inaction of any representative of the University or any UT Institution constitutes or is intended to constitute a waiver of the University's, a UT Institution's, or the state's sovereign immunity to suit.

4.38 Survival of Provisions

No expiration or termination of this Agreement or any Order will relieve either party of any obligations under this Agreement or an Order that by their nature survive such expiration or termination.

4.39 Relationship of the Parties

For all purposes of this Agreement and all Orders and notwithstanding any provision of this Agreement or any Order 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.

4.40 External Terms

This Agreement and each Order entered into under this Agreement completely supplant, replace, and override all other terms and conditions or agreements, written or oral, concerning Contractor's (i) performance under this Agreement or any Order or (ii) provision of goods or services to a UT Institution under this Agreement or any Order ("External Terms"). Such External Terms are null and void and will have no effect under this Agreement or any Order, regardless of whether any UT Institution or any UT Institution employees, contractors, or agents express assent or agreement to such External Terms. Such External Terms include any shrinkwrap, clickwrap, browsewrap, web-based terms and conditions of use, and any other terms and conditions displayed in any format that a UT Institution or its employees, contractors, or agents are required to accept and agree to before or in the course of accessing or using any goods or services provided by Contractor.

4.41 Warranty Against Self-Disabling Codes

Contractor warrants that the programs it provides to the UT Institutions under Orders entered into under this Agreement shall not contain any time-based, activity-based or event-based self-disabling codes.

4.42 Observance of UT Institution Rules and Regulations

Contractor agrees that at all times in the course of its performance under an Order that it enters into with a UT Institution under this Agreement, Contractor shall cause its employees, subcontractors and agents to observe and comply with all rules and regulations of that UT Institution, including all such rules and regulations concerning that UT Institution's facilities, including but not limited to, rules and regulations related to smoking; consideration for students, patients and their families as well as employees; and parking and security.

4.43 Right to Protect Information Resource Security

Each UT Institution reserves the right to change or modify without Contractor's consent any information resource, including but not limited to operating systems, hardware, and/or network configurations, in order to protect the UT Institution's information resources against any security vulnerabilities, unauthorized access, or abuse. In the event that Contractor performs maintenance of a UT Institution information resource under an Order, Contractor warrants that immediately upon its receipt of any routine maintenance and/or notification from that UT Institution or otherwise of a security vulnerability in that UT Institution information resource, Contractor will proceed to perform maintenance on that UT Institution information resource, which shall include Contractor's installation of all operating system and/or application patches and upgrades that are necessary to protect such a UT Institution information resource against any security vulnerabilities and unauthorized access or abuse.

4.44 Warranty Against Spyware, Malware, and Collection of Private Information

Contractor warrants that the products purchased or licensed by the UT Institutions under Orders entered into under this Agreement will not

- (a) contain spyware or malware, or
- (b) collect and/or distribute information that could be considered private without Contractor obtaining the actual express written consent of the actual users who are identified by such information and the UT Institution(s) with whom such users are associated.

4.45 Acceptance and Use of Deliverables

Any hardware, software, goods, materials, or services provided by Contractor to a UT Institution ("Deliverables") will be considered received by that UT Institution upon final acceptance of such Deliverables by that UT Institution. Notwithstanding any conflicting terms and conditions in this Agreement or any Order entered into under this Agreement, a UT Institution may provide the Deliverables to all of its employees, contractors, agents, and subcontractors in order to implement and use those Deliverables in accordance with the terms of this Agreement and that UT Institution's Orders.

4.46 Implementation and/or Maintenance of Information Systems

Any implementation and/or maintenance of information systems shall be performed in accordance with UT Institutional policies and practice standards as defined by the Texas Administrative Code. Access to a UT Institution's information resources for remote maintenance or repairs by Contractor or other authorized vendors shall be limited to use of approved network connectivity access methods of that UT Institution.

4.47 Escrow Account

- (1) At all times during the term of this Agreement and any Orders, Contractor shall maintain an escrow account (the "Escrow Account") into which Contractor will place, maintain, and, when necessary, update all source code and all written documentation concerning the operation, maintenance, and modification of Contractor's System (the "Deposit Materials"). Provided, however, in no event shall Contractor include any University Records in the Deposit Materials or place University Records in the Escrow Account. The University reserves the right (a) to monitor and audit the Escrow Account to ensure that all required Deposit Materials are included in the Escrow Account and (b) to take any action the University deems appropriate and necessary in the event that any required Deposit Materials are not included in the Escrow Account.
- (2) The occurrence of any of the following shall constitute a "Release Condition":
 - (a) Any material breach by Contractor of its obligations under this Agreement or any Order which are not cured by Contractor in accordance with the terms of this Agreement or that Order.
 - (b) Contractor avails itself of, or is subjected to by any third party, a proceeding in bankruptcy in which Contractor is a named debtor, and in the case of any involuntary proceeding such proceeding has not been discharged or terminated within sixty (60) days.
 - (c) Contractor, at its sole discretion, chooses to release the Deposit Materials to the University.
- (3) Upon the occurrence of a Release Condition, the University shall
 - (a) have the right to access and remove the Deposit Materials from the Escrow Account;
 - (b) be the sole owner of all rights and interests in the Deposit Materials and the version of the System then provided by Contractor;
 - (c) have the full, unrestricted right to use the Deposit Materials to operate, maintain, or modify the System in any manner in its sole discretion (or to permit another party to do so on its behalf), free of (i) any rights that Contractor may have in the System or the Deposit Materials and (ii) any restrictions or limitations set forth in this Agreement, any Order, or otherwise.
- (4) Within ten (10) days following the occurrence of a Release Condition, Contractor shall provide the University with all permissions, documents, tools, keys, passwords, or other items necessary for the University to access and remove the

Deposit Materials from the Escrow Account. In the event that the University does not receive such items from Contractor within this 10-day period, the University may take any and all actions necessary to access and remove the Deposit Materials from the Escrow Account without further notice to or participation by Contractor.

- (5) In the event that a contract is entered into with a third-party escrow agent to provide the Escrow Account required by this Agreement (an "Escrow Contract"), then
 - (a) such an Escrow Contract shall contain terms and conditions satisfying the requirements of this Agreement,
 - (b) Contractor shall be responsible for paying all costs and fees required under the Escrow Contract, and
 - (c) the University will not be obligated to pay any costs or fees required under the Escrow Contract, unless the University chooses to do so in its sole discretion. Provided, however, in the event that the University chooses to pay any costs or fees required under the Escrow Contract, the University may set-off or deduct such costs or fees from the amounts owed to Contractor under this Agreement or any Order.
- (6) The initial Escrow Contract for this Agreement is more specifically set forth in Exhibit _____. **[NOTE: The above Exhibit will be completed with the successful Proposer(s).]** However, in the event that a replacement Escrow Contract is required under this Agreement, Contractor shall identify a proposed replacement Escrow Contract to the University for review and approval no later than 120 days prior to the date that the replacement Escrow Contract is to become effective. Contractor shall not implement a replacement Escrow Contract under this Agreement without the University's advance written approval of that Escrow Contract. Contractor shall maintain an Escrow Account in place at all times during the transition to a replacement Escrow Contract.

4.48 University Marks and Content

Under the Agreement and the Orders, the University and the UT Institutions may provide Contractor with the right and license to utilize and display University or UT Institutional names, logos, brands, marks, or content (collectively, "University Marks and Content") to the extent necessary to include such University Marks and Content in the Services provided by Contractor under the Agreement and the Orders, subject to the following:

- (a) All such uses by Contractor of the University Marks and Content must be approved in advance and in writing by University and the applicable UT Institutions.
- (b) All rights to the University Marks and Content shall at all times remain the property of the Board of Regents of The University of Texas System, and Contractor shall be allowed to use the University Marks and Content only in the performance of its obligations under the terms and conditions of, and during the existence of, this Agreement and the Orders.
- (c) Contractor specifically acknowledges that the University Marks and Content and all rights therein belong exclusively to University and that the Agreement, other

than as specifically provided for herein, does not confer upon Contractor any other rights, goodwill or other interest in the University Marks and Content.

- (d) Notwithstanding any other provision of this Agreement or any Order: (i) Contractor's use of the University Marks and Content under this Agreement or any Order must not state or imply that University or any UT Institution endorses Contractor's products or services; (ii) Contractor has no right to use the University Marks and Content to promote Contractor's products and services; and (iii) Contractor's use of the University Marks and Content must comply with the Rules and Regulations and policies of University's Board of Regents, as well as all University and UT Institution policies.

Any use of the University Marks and Content by Contractor other than as permitted in this Section must be pursuant to a license issued by the Collegiate Licensing Company or any successor identified by University.

4.49 Orders

Contractor agrees that, to the extent authorized by the laws and Constitution of the State of Texas, all UT Institutions may enter into Orders with Contractor for Contractor products and services under this Agreement, subject to the following:

- (a) **Compliance with Agreement.** By entering into an Order under this Agreement, each UT Institution agrees to be solely responsible for complying with all terms and conditions of this Agreement (including all terms and conditions applicable to the University) which are incorporated into that Order for all purposes. In particular, each UT Institution must document in each Order entered into under this Agreement the address(es) where Contractor is to send any notices to the UT Institution under that Order (see **Section 4.13, "Notices",** of this RFP.) However, when a UT Institution enters into an Order with Contractor under this Agreement, that UT Institution is entitled to all of the rights and privileges accruing or made available to a UT Institution or to University under the terms and conditions of this Agreement as incorporated into that Order.
- (b) **Parties to an Order.** Each Order that a UT Institution enters into with Contractor under this Agreement will be solely between Contractor and that UT Institution. No other UT Institution will be a party to that Order or in any way obligated or liable under that Order, either to Contractor or to the UT Institution placing that Order. No UT Institution will be bound by or obligated under any terms and conditions that are agreed to by Contractor and another UT Institution.
- (c) **Breach or Default by UT Institution.** Each UT Institution shall be solely and exclusively responsible for any breach or default of its obligations under the Orders that it enters into with Contractor under this Agreement (including its obligations under the terms and conditions of this Agreement as incorporated into each Order). A UT Institution's breach or default of its obligations under an Order will not
 - (i) affect the validity of this Agreement with respect to any other UT Institution,
 - (ii) affect the validity of any other Orders entered into with Contractor under this Agreement, or
 - (iii) constitute or be deemed a breach or default by any other UT Institution.

- (d) Breach or Default by Contractor. A UT Institution will not be obligated or in any way responsible to another UT Institution for Contractor's breach of, default under, or failure to comply with the terms and conditions set forth in this Agreement or in any Order entered into by Contractor and that other UT Institution under this Agreement.
- (e) Termination of Orders. By entering into an Order under this Agreement, each UT Institution authorizes the University to terminate this Agreement in its entirety, including all of the Orders entered into by that UT Institution with Contractor under this Agreement, as more specifically set forth in **Sections 4.30.4 and 4.30.5** of this RFP. However, the University is not authorized to and will not manage, monitor, or terminate a specific Order on behalf of another UT Institution. Furthermore, no UT Institution is authorized to manage, monitor, or terminate any Orders that another UT Institution enters into with Contractor under this Agreement. Notwithstanding any other provision of this Agreement, only the University may terminate the entire Agreement under **Sections 4.30.4 and 4.30.5** of this RFP.

SECTION 5

SPECIFICATIONS; REQUIRED INFORMATION AND QUESTIONS

5.1 Overview

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 in this Section. Under this RFP, the University may enter into non-exclusive Agreements with one or more Proposers capable of providing the Services. As indicated in **Section 2.3** of this RFP, the successful Proposers are referred to as the “**Contractors**.”

In its proposal, each Proposer must provide information demonstrating its capability to meet such requirements and specifications and responses to all requests for information. To demonstrate that Proposer has done so, Proposer’s proposal must identify each specific requirement, specification, or request in this **Section 5** (including identification of the associated Section number) followed by Proposer’s information or response to that requirement, specification, or request. For ease of use, Proposer must provide such information and responses following the same structure and numbering approach set forth in this **Section 5**.

Each Contractor’s responses to this RFP will be incorporated into the Agreement with that Contractor. Proposer is advised to submit such information and responses in a format suitable for incorporation as a final Statement of Work in an Agreement with Proposer, if University selects Proposer to be a Contractor.

5.2 Services Categories

The University is interested in entering into one or more Agreements with Contractors capable of providing online, web or mobile based systems and associated support and services in support of the online education programs conducted at the UT Institutions. Such systems and support include the following “Services Categories”:

5.2.1 **Technology Assistance**. The ability of the UT Institutions to obtain assistance from a Contractor with the technologies used for online education, including the Contractor’s provision of online, web-based applications through which the UT Institutions may conduct academic classes and work as well as the Contractor’s provision of services through the use of such applications (collectively, the “Systems”). Such Systems must meet the following requirements. However, please note that such Systems are not intended to merely constitute the Contractor’s provision to any UT Institutions of a Course Management System (CMS) or a Learning Management System (LMS).

5.2.1.1 The Systems must allow the University and the UT Institutions to implement and conduct classes over the Internet, including:

- conducting online classes, including presentation of course materials,
- engaging students in the learning process, and
- conducting tests, examinations, and other assessments.

Please note that such classes will not limited to only those conducted by professors or instructors at a single UT Institution, but will also include courses that are “team taught” by professors or instructors at two or more UT Institutions. As a result, the Systems must provide connectivity and operability to support such “team taught” classes.

- 5.2.1.2 The Contractor must implement and be capable of using such Systems to provide assistance to a UT Institution’s students in (i) how to apply for admission to the UT Institution, (ii) how to file a degree plan; (iii) how to register for classes and for financial aid, (iv) how to make payments to the UT Institution, and (v) obtaining and utilizing e-advising. Please note, however, that the UT Institution will retain control over the admission, registration, and enrollment of students and well as for billing students and collecting student payments.
 - 5.2.1.3 The Systems must provide students with information concerning all degree plans and classes made available through such Systems.
 - 5.2.1.4 The Systems must implement business processes for the recruitment of students by the UT Institution and/or the Contractor and the marketing of a UT Institution’s online education programs (ref. **Section 5.2.4** below.)
 - 5.2.1.5 The Contractor must implement and be capable of using such Systems in order to monitor student progress in (i) applying for admission to the UT Institution, (ii) obtaining an approved degree plan, (iii) applying for financial aid, and (iv) registering and paying for online courses and degrees. This must include the ability of (a) Contractor’s Systems to transparently integrate with a UT Institution’s information technology systems and standard operating procedures in order to perform this requirement and (b) the Contractor and/or its Systems to interact with a UT Institution’s faculty, staff, and students to assist in ensuring student progress through the above activities, such as Contractor’s provision of support for ongoing student enrollment in a UT Institution’s online education program.
 - 5.2.1.6 The Systems must support the administrative tasks and obligations associated with a UT Institution’s online education program - e.g., record keeping, the filing of necessary reports.
 - 5.2.1.7 The Systems must support the Contractor’s provision of Services under the other Services Categories documented in this **Section 5.2**.
 - 5.2.1.8 The Systems must include the provision of technical support to a UT Institution’s students, faculty, and staff on a 24 hours a day, 7 days a week basis.
- 5.2.2 Course Design/Implementation. The ability for each UT Institution to obtain a Contractor services in support of the design and implementation of courses for that Institution’s online education program.
 - 5.2.3 Professional Development. A Contractor’s provision of professional development services to a UT Institution in order to assist that Institution’s faculty in tailoring course materials to take full advantage of the online approach.

- 5.2.4 Recruiting/Marketing. A Contractor's recruitment of new students to a UT Institution's online education programs and courses as well as marketing such programs and courses to the general public and to targeted groups.
- 5.2.5 Financial Terms. The Contractor's provision of the financing and pricing structure(s) necessary to deliver Services in support of a UT Institution's online education programs and courses. This may include, but may not be limited to, the Contractor's funding of the up-front costs to start a UT Institution's online education system (e.g., seed money) and subsequent recovery of such costs via tuition or registration fees.
- 5.2.6 Instructional Support. The ability of a UT Institution to obtain instructional support for students in the Institution's online education programs and courses. Such support may include, but is not limited to, the provision of instructional assistants or coaches.

5.3 Menu-Based Services Approach; Comprehensive Services Approach

Each proposal submitted must address the Proposer's capabilities, strengths, and advantages in providing Services in support of each of the Services Categories identified above. Such responses should address the provision of Services under both of the following two approaches:

- 5.3.1 Menu-Based Services Approach. It is intended for each UT Institution to be able to select and obtain Services from a Contractor from one or more of the Services Categories identified above, in order to meet that UT Institution's particular requirements. For example, a UT Institution may only have requirements to engage instructional assistants for its online education program, and should be able to independently procure such assistants from one or more Contractors without having to obtain Services in any of the other Services Categories.

Therefore, in its proposal each Proposer must identify its capabilities and resources for independently providing Services in each of the Services Categories identified above under such a "menu-based" approach. Each Proposer must identify each of the Services Categories in which Proposer has specific, demonstrable capabilities. However, if a Proposer does not provide Services in any specific Services Category, then Proposer must indicate this in its proposal.

- 5.3.2 Comprehensive Services Approach. However, each Proposer with the necessary capabilities and resources is also encouraged to propose a comprehensive approach for providing Services in all of the Services Categories identified above, so that such a Proposer can serve as a single source from which a UT Institution can obtain Services in all of the Services Categories. Proposers proposing such a comprehensive approach may, where applicable, propose a specific Learning Management System (LMS) or Course Management System (CMS) that the UT Institutions may procure from the Proposer under that approach. If such a comprehensive approach is proposed, then the Proposer must identify all advantages to a UT Institution of obtaining Services under such a comprehensive approach from the Proposer as opposed to the "menu-based" approach identified above. Such advantages should include, but may not be limited to, the lower costs and greater functionalities and efficiencies that the UT

Institution will obtain as a result of choosing the Proposer's comprehensive approach.

- 5.3.3. **Pricing of Services Approaches.** Given the two Services Approaches set forth above, each Proposer's documentation of its proposed "Pricing for Services Offered" as set forth in **Section 6.1** must price the Services in the following three ways:
- On an "a la carte" basis, where Proposer identifies the separate pricing at which a UT Institution may obtain Services from Proposer in each individual Service Category,
 - On a complete "package price" basis, in order to identify the total pricing at which a UT Institution may obtain Services across all of the Services Categories from Proposer under the Comprehensive Services Approach, and
 - As applicable, on a "combination" basis, whereby a Proposer may identify the pricing at which a UT Institution may obtain Services under combinations of two or more, but less than all six, of the Services Categories, if Proposer determines that such combinations will be of benefit to the UT Institutions.

5.4 Required Information and Questions

Proposer's response must identify its ability to provide products, goods, and services under the Services Categories set forth in **Section 5.2** and in accordance with the two Services approaches identified in **Section 5.3**. In doing so, Proposer must submit the following information and respond to the following questions as part of Proposer's proposal. However, it is not anticipated that Proposers will limit the information that they provide regarding the capabilities and experience that they offer to provide to the UT Institutions in support of online education merely to responses to the following. Instead, in its proposal each Proposer is expected to provide any additional information and offer any other products or services in support of online education that Proposer believes will be of benefit to the UT Institutions.

5.4.1 General

- 5.4.1.1 Proposer must demonstrate its ability to familiarize itself with and adapt its provision of services to accommodate a UT Institution's standard operating procedures and ways of doing business.
- 5.4.1.2 Proposer must demonstrate its compliance with all applicable federal and state laws and regulations as well as applicable standards, including:
- a. those regarding approval of out-of-state providers of online education services, including distance or correspondence education,
 - b. the Family Educational Rights and Privacy Act ("FERPA"),
 - c. the Americans with Disabilities Act,
 - d. the Health Insurance Portability and Accountability Act ("HIPAA").

- 5.4.1.3 Proposer must identify its capabilities and experience in implementing online education in compliance with the accreditation standards of the Southern Association of Colleges and Schools (SACS) or other accrediting bodies.
- 5.4.1.4 Proposer must identify its use of the quality processes available from applicable online education organizations, such as the WICHE Cooperative for Educational Technologies (WCET), the Sloan Consortium, or the Quality Matters (QM) Program.
- 5.4.1.5 Proposer must address its capabilities and proposed approach for maintaining continuity in as well as completing online education Services that it provides to a UT Institution once such Services have started and students have enrolled in online classes / degree plans. Specifically, Proposer must identify the commitments that it offers to the UT Institutions so that once that UT Institution starts an online education program (and enrolls students in that program) with the assistance of Proposer, the Proposer will remain committed not only to the continued performance of Services in support of such a program but to assurance that such a program is in fact completed. It is anticipated that such commitments will include, but may not be limited to, limitations on Proposer's ability to terminate any Agreement with a UT Institution in order to ensure the completion of an online education program that has been initiated with that Proposer's assistance.
- 5.4.1.6 Proposer must identify the advantages and benefits that it can provide to the UT Institutions to both increase graduation rates and lower time to degree completion via online education.
- 5.4.1.7 If Proposer takes exception to any terms or conditions set forth in **Section 4** of this RFP, Proposer will submit a list of the exceptions.
- 5.4.1.8 Proposer must identify all terms and conditions it proposes to include in any Agreement with the University.
- 5.4.1.9 Proposer must identify all uses of a UT Institution's name, logos, symbols, marks, or content (collectively, "University Marks and Content") that it proposes to make in the course of performing the Services. If Proposer proposes to use any University Marks and Content, then Proposer must agree to enter into a specific licensing agreement with the University and Proposer's use of University Marks and Content must only be in accordance with the terms and conditions of such a licensing agreement. Furthermore, please note that the University expects to retain control over the use of any University Marks and Content as provided in **Section 4.48** above.
- 5.4.1.10 Proposer must identify all processes and procedures it will implement to avoid and address any conflicts of interest that may arise respecting its provision of Services to multiple UT Institutions as well as similar services that Provider may provide to its other customers or clients.

5.4.2 Technology Assistance

- 5.4.2.1 Proposer must provide a detailed description and explanation of the Systems that it proposes, including the following:
- a. Where the Systems are to be hosted/operated/maintained.
 - b. Proposer's commitments for uptime, availability, and problem resolution for its Systems. For example, Proposer must provide a copy of any Service Level Agreement (SLA) or any similar written commitments that it makes regarding its Systems, including any compensation or consideration that Proposer provides its customers for failure to satisfy such commitments.
 - c. Proposer's process and schedule for implementing and integrating its Systems with a UT Institution (including a description of how Proposer will integrate its Systems with an existing UT Institution LMS/CMS or, if a Proposer offers a Comprehensive Services Approach as set forth in **Section 5.3.2** above, the specific LMSs or CMSs that the Proposer will offer in under that approach.)
 - d. A detailed description of how Proposer and a UT Institution's students, faculty, and staff may access and use its Systems to perform the Technology Assistance requirements set forth in **Section 5.2.1**, including:
 - (i) the creation, tracking, and fulfillment/completion of degree plans,
 - (ii) provision of assistance to students in how to register for courses and make payments to the UT Institution,
 - (iii) the conduct of courses, including class sessions, online participation (both real-time and via email, instant messaging, chat, social media, etc.), testing, and grading,
 - (iv) the capabilities of the Systems to allow the creation or input of curricula, course materials, tests, notes, etc.,
 - (v) the ability to search the Systems for information,
 - (vi) the Systems' report generation capabilities, and
 - (vii) Proposer's specific identification of the elements that it expects a UT Institution to provide in support of its performance of such requirements.
 - e. If Proposer offers an LMS or CMS, the analytics for assessments or learning outcome measures and student usage of online tools and content that the Proposer offers.

- 5.4.2.2 In describing the assistance and monitoring that the Contractor must provide as a part of or through its use of the Systems as set forth in

Sections 5.2.1.2 and 5.2.1.5 above, Proposer must identify how it proposes to provide such assistance to a UT Institution's students, faculty, and staff via (i) online interaction and communication and (ii) personal contact and communication (e.g., meetings, phone calls.)

- 5.4.2.3 Proposer must identify how it will ensure that its Systems can be accessed and used by a wide variety of computing platforms (e.g., PCs, Macintosh/Apple, smart phones, computing tablets.)
- 5.4.2.4 Proposer must identify its capabilities to provide technical support for its Systems to a UT Institution's students, faculty, and staff on a 24-hour a day, 7 days a week basis. Proposer should identify its process for addressing all malfunctions or problems with its Systems, including Proposer's methods for identifying or receiving notice of such issues and Proposer's response and resolution times based on the severity and impact of the malfunction or problem.
- 5.4.2.5 Proposer must identify its process for ongoing update or improvement of its Systems to introduce new capabilities and functionalities and how such updates or improvements will be made available for implementation and use by the UT Institutions.
- 5.4.2.6 Proposer must identify how it addresses updates or changes in its Systems to ensure that such updates or changes are seamless to a UT Institutions and its students, faculty, and staff that use such Systems and will not affect the ability of the Systems to support a UT Institution's online education program. Specifically, Proposer must address any limitations on the timing or implementation of updates that can be made to its Systems or to any classes, courses, or other materials implemented in its Systems. For example, Proposer must identify any limitations or prohibitions in making updates to any online course materials once that course has been started.
- 5.4.2.7 Proposer must identify its requirements and capabilities for interaction and integration with a UT Institution's information technology systems. For example, Proposer must identify its ability to interact and integrate with various different types of LMSs / CMSs, as well as Proposer's ability to move or transition its performance of the Services (including its Systems) to a new LMS or CMS used by a UT Institution. (The LMSs /CMSs addressed by Proposer should not be limited merely to those that the Proposer may offer as part of a proposed Comprehensive Services approach.)
- 5.4.2.8 If Proposer offers to provide an LMS/CMS, then Proposer must identify if such a system can be accessed and used "off-line" or if the system requires an Internet/web connection in order to be accessed and used.
- 5.4.2.9 Proposer should identify any experience it has with the Sharable Content Object Reference Model (SCORM).
- 5.4.2.10 Proposer must identify its processes for security, backup/restore, records retention, and disaster recovery of its Systems and the data and information stored on those Systems (including student

information and work.) Specifically, Proposer must identify its approach for the preservation of records to address issues such as grade appeals and the access by a UT Institution's faculty to such records.

- 5.4.2.11 In its proposal, Proposer must indicate whether it will consent to include in the Agreement the "State Web Site Requirements" language that is set forth in **APPENDIX THREE**. If Proposer objects to the inclusion of the "State Web Site Requirements" 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.
- 5.4.2.12 In its proposal, Proposer must provide a response to each item listed in **APPENDIX FOUR, Electronic and Information Resources ("EIR") Environment Specifications** for all of the Systems it proposes. **APPENDIX FOUR** will establish specifications, representations, warranties and agreements related to the EIRs that Proposer is offering to provide to University. If a Proposer is selected to enter into an Agreement with the University, then that Proposer's responses to **APPENDIX FOUR** will be incorporated into the Agreement and will be binding on that Proposer.

5.4.3 Course Design/Implementation

- 5.4.3.1 Proposer must identify its capabilities to assist UT Institutions in designing online educational programs in new formats and using new techniques in order to meet the learning objectives of "face-to-face" degrees.
- 5.4.3.2 Proposer must identify the anticipated number of students for which it proposes that online classes should be designed and built. In particular, Proposer must identify its capabilities and expertise in designing and implementing online courses so as to maximize the scalability of those courses - in other words, to enroll the maximum possible number of students in such courses over and above the number of students able to participate in such courses through traditional classroom instruction.
- 5.4.3.3 Proposer must identify its ability to work on implementing online education programs with a wide range of institutions - from institutions with great capability and capacity in such programs to those with limited capability and capacity.
- 5.4.3.4 Proposer must identify its ability and proposed approach to implement online education to accommodate courses of various lengths at the same time. Specifically, Proposer must identify its proposed approach for enabling online students taking short courses to complete and obtain credit for the number and types of courses that non-online students are able to complete in the same time frame.

- 5.4.3.5 Proposer must identify how it proposes to address online education courses and degree programs in which clinical experience or laboratory work is a requirement.
- 5.4.3.6 Proposer must identify its proposed process for determining the order for implementation of specific classes or degree plans via online education, based on Proposer's knowledge and experience of the suitability of such classes or plans for online implementation.
- 5.4.3.7 Proposer must identify its ability to assist in the development and support of online courses suitable for areas and locations outside of a UT Institution's traditional vicinity (e.g., throughout Texas and the other U.S. states, as well as internationally.)
- 5.4.3.8 Proposer must identify the assistance it offers to provide to the UT Institutions in determining the prices and fees that the Institution charges for the various online courses and degree plans offered under an online education program. For example, each Proposer must address how it proposes to assist the UT Institutions in developing a complete, total up-front student "package price" for all classes required to complete a degree under the Comprehensive Services Approach (ref. **Section 5.4.9** below.)

5.4.4 Professional Development

- 5.4.4.1 Proposer must describe how Proposer proposes to have its personnel interact with (i) UT Institutional faculty for training on the Institution's LMS/CMS and (ii) UT Institutional staff in order to conduct involved, detailed training focused on interaction with Proposer's Systems. Specifically, Proposer must identify the processes and approaches it uses to train and assist faculty members in converting and tailoring their courses for online and accelerated learning approaches.
- 5.4.4.2 Proposer must identify the support that it proposes to provide to a UT Institution in the area of academic advising for that Institution's online education programs.

5.4.5 Recruiting/Marketing

- 5.4.5.1 Proposer must identify its capabilities and actual experience and expertise in marketing online education programs and in recruiting prospective students for such programs. In doing so, Proposer must address its ability to recruit and market online education programs outside a UT Institution's traditional student base (e.g., recruitment and marketing throughout Texas, the U.S., and internationally.) This should include the Proposer's provision of assistance to students through all phases of recruitment up to and including matriculation as well as support of a student's continuation in such a program (e.g., support in enrollment services.)
- 5.4.5.2 Proposer must identify the services it will provide to contact and assist both students enrolled in, and prospective students considering enrollment in, a UT Institution's online education programs. Such assistance includes aiding such prospective students in making and

submitting applications, providing required information (e.g., transcripts), tracking application progress, completing financial aid applications, and registering for classes.

- 5.4.5.3 Proposer must identify any firms or entities with which Proposer has agreements or made arrangements in support of its recruiting and marketing of online education services that Proposer offers to make available for use by the UT Institutions. Specifically, Proposer must address how it would leverage the relationships it currently has with employers, community college systems, the U.S. military, and other organizations that may sponsor prospective students in a UT Institution's online education program or otherwise promote such a program to prospective students. Furthermore, Proposer must indicate how it proposes to establish new relationships with such firms or entities in order to market and promote a UT Institution's online education program.
- 5.4.5.4 Proposer should identify its capabilities for conducting advertising and promotion of a UT Institution's online education programs (e.g. television, radio, direct marketing, social media and other online activities), as well as the types of advertising and promotion that Proposer, based on its experience, recommends as being the most advantageous for online education services.
- 5.4.5.5 Proposer must describe its proposed approach for developing and implementing a recruiting/marketing plan for a UT Institution's online education program. In doing so, Proposer must identify the UT Institution's involvement in such development and implementation - for example, identification of the persons at the UT Institution whom the Proposer recommends for involvement in such activities. Furthermore, Proposer must identify the metrics that it proposes to use to measure the effectiveness of such a plan.
- 5.4.5.6 Proposer must identify how it proposes to identify specific groups or markets to which its recruiting/marketing activities will be targeted.
- 5.4.5.7 Proposer must demonstrate its ability to effectively market, advertise, and recruit students for online courses of varying length.
- 5.4.5.8 Proposer must identify its process for ensuring that all recruiting/marketing/advertising that it performs is in accordance with all applicable laws and regulations.
- 5.4.5.9 Proposer must identify its capabilities to expand a UT Institution's course offerings to other U. S. states. In doing so, Proposer must identify its ability to comply with applicable federal and state laws, rules, and regulations concerning out-of-state online education services.
- 5.4.5.10 Please note that the University's intent in procuring such recruiting/marketing services is not merely to engage the services of an advertising agency, but instead to engage Contractors with the ability to build relationships with external organizations that will encourage and support prospective students to enroll in and complete

online education courses and degrees, as well as assist such students in doing so. Therefore, it is desired that Proposers keep these objectives in mind in responding to this RFP.

5.4.6 Financial Terms

- 5.4.6.1 Proposer must provide a plan of financing and pricing model(s) for the implementation and operation of online education services at the UT Institutions. Specifically, Proposer should address its ability to finance the up-front implementation and operation costs for a UT Institution's online education program, as well as Proposer's proposed approach for its recovery of those up-front costs.
- 5.4.6.2 Proposer must identify its experience and expertise in assisting institutions of higher education in complying with state and federal financial aid regulations as they relate to short courses, sequential courses, and online courses.
- 5.4.6.3 Proposer must identify the financial investments that a UT Institution will be required to make if it pursues online education services using Proposer's Services. In doing so, Proposer must identify, based on its experience, when a UT Institution should anticipate recovery of such investments based on its use of Proposer's Services.
- 5.4.6.4 In its proposal, Proposer must address how its own financial status and condition makes it suitable to provide the financing solutions it proposes. In addition, if Proposer identifies its ability to finance the up-front implementation and operation costs for a UT Institution's online education program as provided in **Section 5.4.6.1** above, then Proposer should, as applicable, include in the customer reference list required as set forth in **Section 3.1.7 of APPENDIX ONE** those organizations for whom Proposer has provided such financing and describe how Proposer arranged and implemented such financing for those organizations.

5.4.7 Instructional Support

- 5.4.7.1 Proposer must identify its experience and expertise in providing instructional assistants in the course of online education courses and programs. Proposer must identify its process for engaging, training, and monitoring the performance of such assistants. Proposer must identify how it determines the qualifications for such instructional assistants. Proposer must also identify the hours that such instructional assistants will be available (i.e., 8 a.m. to 6 p.m. CST.)
- 5.4.7.2 Proposer must identify its ability to provide such assistants from locations other than only those from the local area particular to a UT Institution.
- 5.4.7.3 Proposer must identify its ability to provide instructional support for online education in languages other than English.
- 5.4.7.4 Proposer must describe its proposed efforts to ensure that, once enrolled in an online class or degree program, students are provided

essential support not only with individual classes, but also with overall progress throughout their degree plan and in degree accomplishment. For example, Proposer must identify its process for ensuring student retention in a UT Institution's online education program, such as

- a. helping students who are having academic difficulties find institutional support services,
- b. helping students meet registration deadlines, and
- c. checking on and assisting students who appear to have dropped out of online classes or participating in an online degree program.

5.4.8 Menu-Based Services Approach

The University's preference under this approach is for each Contractor to establish a standardized approach under which the UT Institutions can easily identify the various Services options that are available, including pricing, and select from amongst those options to readily create a customized Order for those options. Therefore, each Proposer must identify the processes and procedures that it offers to put into place to make this menu-based approach available. In addition, each Proposer must identify applicable discounts or other benefits that it offers to the UT Institutions when purchasing under this approach (discounts for multiple Services selected.)

5.4.9 Comprehensive Services Approach

The University's preference is to provide online education services under this approach that establish a complete, total up-front student "package price" for all classes required to complete a degree. Each Proposer proposing this approach must identify its capabilities and processes for establishing comprehensive online education services that implement such a "package price". In particular, such a Proposer must address (1) how it calculates all of the costs and determines all of the requirements for providing online education degrees so that Proposer can commit to such package price and (2) its proposed approach for financing the initial costs of such an approach and for recovery of such costs during the period of time during which a student obtains a degree for which a package price is charged.

SECTION 6**PRICING AND DELIVERY SCHEDULE**

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System Administration

Ref.: Selection of Vendor(s) to Provide Online Education Services

RFP No.: BOR-07-08-11

Ladies and Gentlemen:

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

6.1 Pricing for Services Offered (Note: See “Pricing of Services Approaches” in **Section 5.3.3.**)

6.2 Delivery Schedule of Events and Time Periods

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: _____

APPENDIX ONE
PROPOSAL REQUIREMENTS

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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 that (i) includes terms and conditions substantially similar to the terms and conditions set forth in **Section 4** of this RFP, and (ii) is otherwise acceptable to University in all respects (the "Agreement").

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 the 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 and face to face interviews. 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 discussions and negotiation with any of the Proposers. In conducting such negotiations, University will 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; Required Information and Questions (ref. **Section 5** of this RFP), [d] the terms and conditions set forth in **Section 4** of this RFP, 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, unless otherwise expressly agreed in writing. 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 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: Required Information and Questions

Proposals must include responses to the requests and questions in the Specifications; Required Information and 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 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 terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on 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 an 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.

SECTION 2
EXECUTION OF OFFER

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

- 2.1 By signature hereon, Proposer represents and warrants the following:
- 2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between 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.
 - 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
 - 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - 2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in Section 4 of this RFP, under which Proposer will be required to operate.
 - 2.1.6 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.
 - 2.1.7 If selected by University, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
 - 2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 2.1.9 **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.**
 - 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 2.2 By signature hereon, Proposer offers and agrees to furnish the Services to 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 that in accordance with Section 2155.004, *Government Code*, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP. In addition, Proposer certifies that an award of a contract to Proposer will not violate Section 2155.006, *Government Code*, prohibiting University from entering into a contract that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, *Government Code*, Proposer certifies that Proposer is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
- 210** By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 211** 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.
- 212** Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time University makes an award or enters into any contract or agreement with Proposer.
- 2.13** 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.

214 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.: BOR-07-08-11

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 is it 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 System Administration

Ref.: Selection of Vendor(s) to Provide Online Education Services

RFP No.: BOR-07-08-11

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
HUB SUBCONTRACTING PLAN

THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION
May, 2009

APPENDIX TWO

**POLICY ON UTILIZATION
HISTORICALLY UNDERUTILIZED BUSINESSES**

Vendor/Commodities



**The University of Texas System
Office of HUB Development
Policy on Utilization of Historically Underutilized Businesses (HUBs)**

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The University of Texas System Administration

POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES (HUBs)

Introduction

In accordance with the Texas Government Code, Sections 2161.181-182 and Title 34, Section 20.11 of the Texas Administrative Code (TAC), The Board of Regents of the University of Texas System, acting through the Office of HUB Development shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction; services, including professional and consulting services; and commodities contracts. The HUB Rules, promulgated by the Texas Comptroller of Public Accounts (the “Texas Comptroller”), set forth in 34 TAC Sections 20.11-20.28, encourage the use of HUBs by implementing these policies through race- ethnic- and gender-neutral means.

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the following goals as specified in the State of Texas Disparity Study:

- **11.9% for heavy construction other than building contracts;**
- **26.1% for all building construction, including general contractors and operative builders contracts;**
- **57.2% for all special trade construction contracts;**
- **20% for professional services contracts**
- **33% for all other services contracts, and**
- **12.6% for commodities contracts.**

The University of Texas System shall make a good faith effort to meet or exceed these goals to assist HUBs in receiving a portion of the total contract value of all contracts that the U. T. System expects to award in a fiscal year. The University of Texas System may achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161, Subchapter F.

SUMMARY OF REQUIREMENTS
Historically Underutilized Business (HUBs) Subcontracting Plan

It is the policy of The University of Texas System and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUBs) in all contracts. Accordingly, The University of Texas System has adopted "**APPENDIX THREE, Policy on Utilization of Historically Underutilized Businesses**". The Policy applies to all contracts with an expected value of \$100,000 or more. The Board of Regents of The University of Texas System is the contracting authority.

1. In all contracts for professional services, contracting services, and/or commodities with an expected value of \$100,000 or more, The University of Texas System ("U. T. System" or the "University") will indicate in the purchase solicitation (e.g. RFQ, RFP, or CSP) whether or not U. T. System has determined that subcontracting opportunities are probable in connection with the contract. A HUB Subcontracting Plan is a required element of the architect, contractor or vendor Response to the purchase solicitation. The HUB Subcontracting Plan shall be developed and administered in accordance with the Policy. **Failure to submit a required HUB Subcontracting Plan will result in rejection of the Response.**
2. If subcontracting opportunities are probable, U. T. System will declare such probability in its invitations for bids, requests for proposals, or other purchase solicitation documents, and shall require submission of the appropriate HUB Subcontracting Plan with the Response.
 - a. When subcontracting opportunities are probable, and the Respondent proposes to subcontract any part of the work, the Respondent shall submit a **HUB Subcontracting Plan as prescribed by the Texas Comptroller** identifying subcontractors **[34 TAC §20.14 (d) (1)(A)(B)(C)(D) (2)(A)(B)(C)(D)(E) (3)(A)(B)]**.
 - b. When subcontracting opportunities are probable, but the Respondent can perform such opportunities with its employees and resources, the Respondent's HUB Subcontracting Plan shall include **the Self Performance HUB Subcontracting Plan, Section 9 – Self Performance Justification (page 9) as the HUB Subcontracting Plan (HSP)**. **[34 TAC §20.14 (d)(4)(A)(B)(C)(D)]**
3. If subcontracting opportunities are not probable, U. T. System will declare such probability in its invitations for bids, requests for proposals, or other purchase solicitation documents and shall require submission of the appropriate HUB Subcontracting Plan with the Response.
 - a. When subcontracting opportunities are not probable, and the Respondent proposes to perform all of the work with its employees and resources, the Respondent shall submit a HUB Subcontracting Plan that includes **the Self Performance HUB Subcontracting Plan, Section 9 – Self Performance Justification (page 9) as the HUB Subcontracting Plan (HSP)**.
 - b. When subcontracting opportunities are not probable, but the Respondent proposes to subcontract any part of the work, the Respondent shall submit a **HUB Subcontracting Plan as prescribed by the Texas Comptroller** identifying subcontractors.
4. Respondents shall follow, but are not limited to, procedures listed in the Policy when developing a HUB Subcontracting Plan
5. In making a determination whether a good faith effort has been made in the development of the required HUB Subcontracting Plan, U. T. System shall follow the procedures listed in the Policy. If accepted by the University, the HUB Subcontracting Plan shall become a provision of the Respondent's contract with the University of Texas System. **Revisions necessary to clarify and enhance information submitted in the original HUB subcontracting plan may be made in an effort to determine good faith effort.** Any revisions after the submission of the HUB Subcontracting Plan shall be approved by the HUB Coordinator.
6. The University shall reject any Response that does not include a fully completed HUB Subcontracting Plan, as required. An incomplete HUB Subcontracting Plan is considered a material failure to comply with the solicitation for proposals.

7. Changes to the HUB Subcontracting Plan. Once a Respondent's HUB Subcontracting Plan is accepted by U. T. System and becomes a provision of the contract between Respondent and U. T. System, the Respondent can only change that HUB Subcontracting Plan if (a) the Respondent complies with 34 TAC Section 20.14; (b) the Respondent provides its proposed changes to U. T. System for review; (c) U. T. System (including U. T. System's HUB Coordinator) approves Respondent's proposed changes to its HUB Subcontracting Plan; and (d) U. T. System and the Respondent amend their contract (via a writing signed by authorized officials of both parties) in order to replace the contract's existing HUB Subcontracting Plan with a revised HUB Subcontracting Plan containing the changes approved by U. T. System.
8. Expansion of Work. If, after entering into a contract with a Respondent as a result of a purchase solicitation subject to the Policy, U. T. System wishes to expand the scope of work that the Respondent will perform under that contract through a change order or any other contract amendment (the "Additional Work"), U. T. System will determine if the Additional Work contains probable subcontracting opportunities not identified in the initial purchase solicitation for that contract. If U. T. System determines that probable subcontracting opportunities exist for the Additional Work, then the Respondent must submit to U. T. System an amended HUB Subcontracting Plan covering those opportunities that complies with the provisions of 34 TAC Section 20.14. Such an amended HUB Subcontracting Plan must be approved by U. T. System (including U. T. System's HUB Coordinator) before (a) the contract may be amended by U. T. System and the Respondent to include the Additional Work and the amended HUB Subcontracting Plan and (b) the Respondent performs the Additional Work. If a Respondent subcontracts any of the additional subcontracting opportunities identified by U. T. System for any Additional Work (i) without complying with 34 TAC Section 20.14 or (ii) before U. T. System and that Respondent amend their contract to include a revised HUB Subcontracting Plan that authorizes such subcontracting, then the Respondent will be deemed to be in breach of its contract with U. T. System. As a result of such breach, U. T. System will be entitled to terminate its contract with the Respondent, and the Respondent will be subject to any remedial actions provided by Texas law, including those set forth in Chapter 2161, Texas Government Code, and 34 TAC Section 20.14. University may report a Respondent's nonperformance under a contract between that Respondent and U. T. System to the Texas Comptroller in accordance with 34 TAC Sections 20.101 through 20.108.
9. A Response may state that the Respondent intends to perform all the subcontracting opportunities with its own employees and resources in accordance with the Policy. However, if such a Respondent enters into a contract with U. T. System as a result of such a Response but later desires to subcontract any part of the work set forth in that contract, before the Respondent subcontracts such work it must first change its HUB Subcontracting Plan in accordance with the provisions of Section 7 above .
10. The University shall require a vendor to whom a contract has been awarded to report the identity and the amount paid to its subcontractors by submitting a **HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR)** with each request as a condition for payment.
11. If the University determines that the successful Respondent failed to implement an approved HUB Subcontracting Plan in good faith, the University, in addition to any other remedies, may report nonperformance to the Texas Comptroller in accordance with 34 TAC, Section 20.14, (d) (13) related remedies of nonperformance to professional services firms, contractor, and vendor implementation of the HUB Subcontracting Plan.
12. In the event of any conflict between this "Summary of Requirements" and the remainder of the HUB Policy, the remainder of the HUB Policy will control.
13. These requirements, including the attachments referred to above, may be downloaded over the Internet from <http://www.utsystem.edu>. For additional information contact Lynda Dyess, Director of HUB Programs, The University of Texas System Administration, 512/499-4724.

Vendor/Commodities HSP
Summary of Attachments Required from Respondents

	Letter of Transmittal Page 7	HUB Subcontracting Plan (HSP) Pages 8-10	Progress Assessment Report (PAR) Page 11
1. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE PROBABLE.			
1. A. Respondent Proposes Subconsultants: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable</u> .	X	X	
1. B. Respondent Proposes Self-Performance: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable</u> , but the Respondent can perform such opportunities with its employees and resources.	X	X	
2. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE NOT PROBABLE.		X	
2. A. Respondent Proposes Self-Performance: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are not probable</u> , but the Respondent can perform such opportunities with its employees and resources.	X	X	
2. B. Respondent Proposes Subconsultants: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are not probable</u> but the Respondent proposes to subcontract any part of the work.	X	X	
3. Changes in the HUB Subcontracting Plan After Award: Attachments required from the Respondent to whom a contract has been awarded if it desires to make changes to the approved HUB Subcontracting Plan.		X	
4. Reporting: The Progress Assessment Report (PAR) is required with all payment requests. The submittal of this attachment is a condition of payment.			X

(RESPONDENT'S BUSINESS LETTERHEAD)

Date

Mrs. Lynda Dyess
Director for HUB Program
The University of Texas System
1616 Guadalupe, Ste. 7.312A
Austin, Texas 78701

Re: Historically Underutilized Business Plan for _____ (related services)
RFP No. _____

Dear Mrs. Dyess,

In accordance with the requirements outlined in the specification section "HUB Participation Program," I am pleased to forward this HUB Subcontracting Plan as an integral part of our response in connection with your invitation for Request for Proposals referencing the above project.

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs). I also understand the State of Texas Annual Procurement Goal according to 34 Texas Administrative Code Section 20.13 is
[SELECT ONE OF THE FOLLOWING TO COMPLETE THIS SENTENCE]:

11.9% for heavy construction other than building contracts

26.1% for all building construction, including general contractors and operative builders contracts

57.2% for all special trade construction contracts

20% for professional services contracts

33% for all other services contracts

12.6% for commodities contracts.]

This HUB Subcontracting Plan includes _____ Subcontracting Opportunities (no. of subcontractors). This represents a cumulative percentage of _____ %, representing _____ % for minority-owned HUBs and _____ % for women-owned HUBs. When a HUB is owned by minority women, I have classified that HUB as minority-owned rather than women-owned firm.

I understand the above HUB percentages must represent Texas Comptroller HUB certification standards. For each of the listed HUB firms, I have attached a Texas Comptroller certification document, or, if the HUB is certified by another Texas Comptroller approved certifying agency, a copy of their approved certification document.

Should we discover additional subcontractors claiming Historically Underutilized Business status during the course of this contract we will notify you of the same. In addition, if for some reason a HUB is unable to fulfill its contract with us, we will notify you immediately in order to take the appropriate steps to amend this contractual obligation.

Sincerely,

(Project Executive)

cc: Contract Administrator



HUB SUBCONTRACTING PLAN (HSP)

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: **11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

- Proposers shall submit a completed HUB Subcontracting Plan (HSP) to be considered responsive (pages 8, 9, and 10). Failure to submit a completed HSP shall result in the bid, proposal or other expression of interest to be considered NON-responsive.
- Proposers who intend to Self-Perform all of their work shall submit a HSP for Self-Performance (pages 8, 9, and 10).
- HUB Subcontracting Plan (HSP) Prime Contractors Progress Assessment Report (PAR) shall be submitted with each request for payment as a condition of payment.

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
Point of Contact: _____ Phone #: _____
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Solicitation #: _____

SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- Yes, I will be subcontracting portion(s) of the contract.
(If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)

- No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
(If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(#1) -	(#11) -
(#2) -	(#12) -
(#3) -	(#13) -
(#4) -	(#14) -
(#5) -	(#15) -
(#6) -	(#16) -
(#7) -	(#17) -
(#8) -	(#18) -
(#9) -	(#19) -
(#10) -	(#20) -

*If you have more than twenty subcontracting opportunities, a continuation page is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage1.doc>

Enter your company's name here: _____

Solicitation #: _____

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.002, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
_____	_____	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
		%	\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	%	\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	%	\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

Enter your company's name here: _____

Solicitation #: _____

SECTION 9 - SELF PERFORMANCE JUSTIFICATION

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

- Yes If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire Contract with its own equipment, supplies, materials and/or employees.

- No If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

SECTION 10 - AFFIRMATION

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

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

Signature Printed Name Title Date

E-mail Phone No.



HUB Subcontracting Plan (HSP)

Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____ Date of Award: _____ Object Code: _____
(mm/dd/yyyy) _____ (Agency Use Only)

Contracting Agency/University Name: _____

Contractor (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____

Phone #: _____

Reporting (Month) Period: _____ Total Amount Paid this Reporting Period to Contractor: \$ _____

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number <i>(VID is required for all HUB Subs)</i>	*Texas Certified HUB? (Yes or No)	Total Contract \$ Amount from HSP with Subcontractor	Total \$ Amount Paid This Reporting Period to Subcontractor	Total Contract \$ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
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			\$ -	\$ -	\$ -	
TOTALS:			\$ -	\$ -	\$ -	

Signature: _____ Title: _____ Date: _____

Printed Name: _____ Phone No. _____

*Note: HUB certification status can be verified on-line at: <http://www2.cpa.state.tx.us/cmbl/hubonly.html>

Rev. 10/07

Minority Organizations List

Organization	Address	City	ZIP	Phone	FAX	Email
<i>The following organizations have agreed to accept subcontracting opportunities per agreement with the Texas Statewide HUB Program. Please contact the following organizations and at least one organization from the region where the project is located.</i>						
American Indian Chamber of Commerce of Texas	11245 Indian Trail, 2 nd Floor	Dallas	75229	972-241-6450	972-241-6454	tmarshall@aicct.com
Dallas Fort Worth Minority Supplier Development Council	2710 North Stemmons Freeway, North Tower, Ste. 900	Dallas	75207	214-630-0747	214-637-2241	admin@dfwmsdc.com
Houston Minority Supplier Development Council	Three Riverway, Ste. 555	Houston	77056	713-271-7805	713-271-9770	info@hmbc.org
Southwest Minority Supplier Development Center	912 Bastrop Hwy., Ste. 101	Austin	78741	512-386-8766	512-386-8988	smsdc@smsdc.org
Texas Association of Historically Underutilized Businesses	PO Box 684726	Austin	78768	512-220-4293	915-585-7751	rmat@tgsaustin.com
Tri-County Black Chamber of Commerce	PO Box 88376	Houston	77288	832-875-3977	713-839-7329	leondria@tricountyblackchamber.org
Women Contractors Association	PO Box 6757	Houston	77265	713-807-9977	713-807-9917	director@womencontractors.org
Women's Business Council Southwest	2201 N. Collins, Ste. 158	Arlington	76011	817-299-0566	817-299-0949	ementhe@wbcsw.org
Women's Business Enterprise Alliance	9800 Northwest Freeway, Ste. 120	Houston	77092	713-681-9232	713-681-9242	bids@wbea-texas.org

Minority Organizations List

Organization	Address	City	ZIP	Phone	FAX	Email
Austin Area Minority Organizations						
Austin Asian American Chamber of Commerce	10901 N. Lamar Blvd. Ste. B206	Austin	78753	512-407-8240	512-407-8233	aaacc@austinacc.org
Austin Black Contractors	6448 Hwy. 290 E. Ste. E-107	Austin	78723	512-467-6894	512-467-9808	brc-pro@swcbell.net
Capitol City African American Chamber of Commerce	5407 N. IH 35, Ste. 304	Austin	78723	512-459-1181	512-459-1183	admin@capcitychamber.org
National Association of Women in Construction		Austin		512-608-8388		membership@nawicaustin.org
Southwest Minority Supplier Development Council	912 Bastrop Hwy., Ste. 101	Austin	78741	512-386-8766	512-386-8988	Karen@smsdc.org
US Hispanic Contractors de Austin	319 Congress Ave., Ste. 250	Austin	78723	512-922-0507	512-374-1421	info@ushcs-austin.com
Women's Chamber of Commerce of Texas	PO Box 26051	Austin	78755	512-338-0839		Austin@womenschambertexas.com
West Texas Minority Organizations						
El Paso Hispanic Chamber of Commerce	2401 E. Missouri	El Paso	79903	915-566-4066	915-566-9714	Ephcc02@whc.net
Lubbock Hispanic Chamber of commerce	PO Box 886	Lubbock	79401	806-762-5059	806-763-2124	Ihcc@worldnet.att.net
Midland Hispanic Chamber of Commerce	208 S. Marienfield, Ste. 100	Midland	79701	432-682-2960	432-687-3972	rls@midlandhcc.com
Odessa Black	PO Box 1006	Odessa	79760	432-332-5812		Odel.crawford@sbcglobal.net

Minority Organizations List

Organization	Address	City	ZIP	Phone	FAX	Email
Chamber of Commerce						
El Paso Black Chamber of Commerce	109 N. Oregon, Ste. 212	El Paso	79901	915-534-0570	915-534-0561	contactus@elpasoblackchamber.com
Lubbock African American Chamber of Commerce	1220 Broadway, Ste. 1308	Lubbock	79401	806-771-1815	806-795-9164	
El Paso Community College Contract Opportunities Center	1359 Lomaland, Room 521	El Paso	79935	915-831-7747	915-831-7755	pabloa@epcc.edu
<i>San Antonio & South Texas Minority Organizations</i>						
Edinburg Hispanic Chamber of Commerce	PO Box 85	Edinburg	78540	956-383-4974	956-383-6942	chamber@edinburg.com
Harlingen Hispanic Chamber of Commerce	2309 N. Ed Carey Dr.	Harlingen	78550	956-421-2400	956-364-1879	hcoc@harlingenchamber.com
Kleberg County Hispanic Chamber of Commerce	PO Box 5824	Kingsville	78364	512-516-0552	512-592-3315	
Laredo Chamber of Commerce	2310 San Bernardo	Laredo	78040	956-722-9895	956-791-4503	chamber@laredochamber.com
Greater Pleasanton-Atascosa Hispanic Chamber of Commerce	307 North Main St.	Pleasanton	78064	830-569-5211		
San Antonio Hispanic Chamber of Commerce	200 E. Grayson, Ste. 203	San Antonio	78215	210-225-0462	210-225-2485	www.sahcc.org

Minority Organizations List

African American Chamber of Commerce of San Antonio	1717 N. 1604 East, Ste. 220	San Antonio	78232	210-490-1624	210-490-5294	blackchamber@aol.com
Alamo City Black Chamber of Commerce	600 Hemisfair Plaza Way Bldg. 406-10	San Antonio	78205	210-226-9055	210-226-0524	Info@alamocitychamber.org
Greater Victoria Chamber of Commerce	3434 N. Ben Wilson	Victoria	77901	361-573-5277	361-573-5911	www.victoriachamber.org
African American Chamber of Commerce of Victoria	PO Box 3594	Victoria	77903	361-575-2061	361-570-3696	info@aaccv.com
Corpus Christi Black Chamber of Commerce	PO Box 60574	Corpus Christi	78466	361-698-2166	361-698-2112	www.blackchambercc.org
South Texas Minority Business Opportunity Committee	2412 S. Clossner	Edinburg	78539	956-292-7555	956-292-7561	
Texas Center for Border Economic & Enterprise Development (CEED)	301 Mexico Blvd. Room F6A	Brownsville	78520	956-548-8741	956-548-8750	
Rio Grande Valley Associated General Contractors	6918 W. Expressway 83	Harlingen	78552	956-423-4091	956-423-0174	www.rgvagc.org
Rio Grande Valley Hispanic Chamber of Commerce	3313 N. McColl Rd.	McAllen	78501	956-928-0060	956-928-0073	lisa@rgvhcc.com

Minority Organizations List

Hispanic Contractors Association de San Antonio	Alamo Colleges, 8300 Pat Booker Rd., Ste. 233 – <i>Mailing Address</i> PO Box 33425, San Antonio, TX 78265	Live Oak	78233	210-444-1100	210-444-1101	admin@hca-sa.org
Greater Hispanic Chamber of Commerce of Comal County	1115 Mahan Circle	New Braunfels	78183			
Seguin-Guadalupe County Hispanic Chamber of Commerce	PO Box 1154	Seguin	78155	830-372-3151	830-372-9499	hcoc@sbcglobal.net
San Marcos Hispanic Chamber of Commerce	174 S. Guadalupe St., Ste. 101	San Marcos	78666	512-353-1103	512-353-2175	
City of San Antonio Small Business Outreach	100 W. Houston	San Antonio	78205	210-207-3900	210-207-8151	
San Antonio Associated General Contractors	10806 Gulfdale	San Antonio	78216	210-349-4921	210-349-4017	mcmurry@sanantonioagc.org
Builders Exchange of Texas, Inc.	4047 Naco Perrin	San Antonio	78217	210-564-6900	210-564-6901	
<i>North Texas Minority Organizations</i>						
American Indian Chamber of Commerce of Texas	11245 Indian Trail, 2 nd floor	Dallas	75229	972-241-6450	972-241-6454	tmarshall@aicct.com
Dallas Fort Worth Minority Supplier Development Council	2710 North Stemmons Freeway, North Tower, Ste. 900	Dallas	75207	214-630-0747	214-637-2241	admin@dfwmsdc.com

Minority Organizations List

Women's Business Council of the Southwest	2201 N. Collins, Ste. 158	Arlington	76011	817-299-0566	817-299-0949	ementhe@wbcsouthwest.org
Black Contractors Association	1409 S. Lamar St., Ste. 251	Dallas	75215	214-485-0483	214-485-0467	info@blackcontractors.org
Greater Dallas Asian American Chamber of Commerce	11171 Harry Hines Blvd., Ste. 115	Dallas	75229	972-241-8250	972-241-8270	info@gdaacc.com
Dallas Black Chamber of Commerce	2838 Martin Luther King Jr. Blvd.	Dallas	75215	214-421-5200	214-421-5510	cro@dbcc.org
Greater Dallas Hispanic Chamber of Commerce	4622 Maple, Ste. 207	Dallas	75219	214-521-6007	214-520-1687	gdhcc@gdhcc.com
Fort Worth Hispanic Chamber of Commerce	1327 N. Main St.	Fort Worth	76164	817-625-5411	817-625-1405	Rosa.navejar@fwhcc.org
Fort Worth Metropolitan Black Chamber of Commerce	1150 S. Freeway, Ste. 211	Fort Worth	76104	817-871-6538	817-332-6438	info@fwmbcc.org
Regional Hispanic Contractors Asso.	2210 W. Illinois	Dallas	75224	972-786-0909	972-786-0910	john@hcadfww.org
Fort Worth Business Assistance Center	1150 S. Freeway, Ste. 211	Fort Worth	76104	817-871-6025	817-871-6031	info@fwbac.com
Greater Arlington Hispanic Chamber of Commerce	202 E. Border St., Ste. 146	Arlington	76010	682-367-1415	682-367-1417	office@arlingtonhispanic.com
US Pan Asian American Chamber of Commerce Southwest	202 E. Border St., Ste. 144	Arlington	76010	682-367-1394		gmcdermott@uspaacc-sw.org
Tyler Area Chamber of Commerce	315 N. Broadway	Tyler	75702	903-592-1661	903-593-2746	tmullins@tylertexas.com

Minority Organizations List

Tyler Metropolitan Chamber of Commerce	2000 W. Gentry Pkwy.	Tyler	75702	903-593-6026		info@tylermetrochamber.org
African-American Chamber of Commerce of Arlington, Inc.	PO Box 202716	Arlington	76006	817-688-8225	817-472-6368	Gil.whavers@aaacc.info
Houston & Gulf Coast Minority Organizations						
Houston Minority Supplier Development Council	Three Riverway, Ste. 555	Houston	77056	713-271-7805	713-271-9770	info@hmbc.org
Tri-County Black Chamber of Commerce	4820 Caroline, Ste. 111	Houston	77004	832-875-3977	281-501-1043	procurement@tcbcc.net
Women Contractors Association	PO Box 6757	Houston	77265	713-807-9977	713-807-9917	director@womencontractors.org
Women's Business Enterprise Alliance	4100 Westheimer, Ste. 260	Houston	77027	713-681-9232	713-681-9242	srepka@wbea-texas.org
African American Chamber of Commerce of Greater Houston	6112 Wheatley St.	Houston	77091	713-692-7003	713-691-7131	jhall@acreshome.org
Houston Citizen's Chamber of Commerce	2808 Wheeler Ave.	Houston	77004	713-522-9745	713-522-5965	president@hccoc.org
National Association of Minority Contractors (NAMC) Greater Houston Chapter	3835 Dacoma St.	Houston	77092	713-843-3791	713-843-3701	dmjohnson@namctexas.com
Houston Hispanic Chamber of Commerce	1801 Main St., Ste. 1075	Houston	77002	713-644-7070	713-644-7377	jmireles@houstonhispanicchamber.com

APPENDIX THREE

STATE WEB SITE REQUIREMENTS

State Web Site Requirements. Contractor represents and warrants ("EIR Warranty") that the web sites, 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, Chapters 206 and 213 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR 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 Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR 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 FOUR

ELECTRONIC AND INFORMATION RESOURCE ENVIRONMENT SPECIFICATIONS

The specifications, representations, warranties and agreements set forth in Proposer's responses to this **APPENDIX FOUR** will be incorporated into the Agreement.

Basic Specifications

1. If the EIR will be hosted by University, please describe the overall environment requirements for the EIR (size the requirements to support the number of concurrent users, the number of licenses and the input/output generated by the application as requested in the application requirements).
 - A. Hardware: If Proposer will provide hardware, does the hardware have multiple hard drives utilizing a redundant RAID configuration for fault tolerance? Are redundant servers included as well?
 - B. Operating System and Version:
 - C. Web Server: Is a web server required? If so, what web application is required (Apache or IIS)? What version? Are add-ins required?
 - D. Application Server:
 - E. Database:
 - F. Other Requirements: Are any other hardware or software components required?
 - G. Assumptions: List any assumptions made as part of the identification of these environment requirements.
 - H. Storage: What are the space/storage requirements of this implementation?
 - I. Users: What is the maximum number of users this configuration will support?
 - J. Clustering: How does the EIR handle clustering over multiple servers?
 - K. Virtual Server Environment: Can the EIR be run in a virtual server environment?
2. If the EIR will be hosted by Proposer, describe in detail what the hosted solution includes, and address, specifically, the following issues:
 1. Describe the audit standards of the physical security of the facility; and
 2. Indicate whether Proposer is willing to allow an audit by University or its representative.
3. If the user and administrative interfaces for the EIR are web-based, do the interfaces support Firefox on Mac as well as Windows and Safari on the Macintosh?
4. If the EIR requires special client software, what are the environment requirements for that client software?
5. Manpower Requirements: Who will operate and maintain the EIR? Will additional University full time employees (FTEs) be required? Will special training on the EIR be required by Proposer's technical staff? What is the estimated cost of required training?
6. Upgrades and Patches: Describe Proposer's strategy regarding EIR upgrades and patches for both the server and, if applicable, the client software. Included Proposer's typical release schedule, recommended processes, estimated outage and plans for next version/major upgrade.

Security

1. Has the EIR been tested for application security vulnerabilities? For example, has the EIR been evaluated against the Open Web Application Security Project (“**OWASP**”) Top 10 list that includes flaws like cross site scripting and SQL injection? If so, please provide the scan results and specify the tool used. University will not take final delivery of the EIR if University determines there are serious vulnerabilities within the EIR.
2. Which party, Proposer or University, will be responsible for maintaining critical EIR application security updates?
3. If the EIR is hosted, indicate whether Proposer’s will permit University to conduct a penetration test on University’s instance of the EIR.
4. If confidential data, including HIPAA or FERPA data, is stored in the EIR, will the data be encrypted at rest and in transmittal?
5. Please complete and submit the attached “Information Security Third-Party Assessment Survey” as part of Proposer’s proposal.

Integration

6. Is the EIR authentication Security Assertion Markup Language (“**SAML**”) compliant? Has Proposer ever implemented the EIR with Shibboleth authentication? If not, does the EIR integrate with Active Directory? Does the EIR support SSL connections to this directory service?
7. Does the EIR rely on Active Directory for group management and authorization or does the EIR maintain a local authorization/group database?
8. What logging capabilities does the EIR have? If this is a hosted EIR solution, will University have access to implement logging with University’s standard logging and monitoring tools, RSA’s Envision?
9. Does the EIR have an application programming interface (“**API**”) that enables us to incorporate it with other applications run by the University? If so, is the API .Net based? Web Services-based? Other?
10. Will University have access to the EIR source code? If so, will the EIR license permit University to make modifications to the source code? Will University’s modifications be protected in future upgrades?
11. Will Proposer place the EIR source code in escrow with an escrow agent so that if Proposer is no longer in business or Proposer has discontinued support, the EIR source code will be available to University?

Accessibility Information

12. Please complete the Voluntary Product Accessibility Template ("VPAT") found at <http://www.itic.org/index.php?submenu=resources&src=gendocs&ref=vpat&category=resources> and submit the VPAT with Proposer's proposal.

INFORMATION SECURITY THIRD-PARTY ASSESSMENT SURVEY

TPAyyddmm#

NOTE: Prior to finalizing business agreements involving Confidential/High Risk data, this completed form should be sent to the Information Security Office for review concerning regulatory compliance requirements or industry best practices.

Third-Party Provider

Name: _____

Date: _____

Address : _____

Website: _____

IT Security Contact: _____ Email: _____ Phone: _____

Location of Data Center: _____ Contact: _____ Phone: _____

Location of Recovery Center: _____ Contact: _____ Phone: _____

Years in Business: _____ Number of Employees: _____ Number of Customers Using the Product: _____

UT Entity's Sponsoring Dept. _____ Contact: _____ Phone: _____

Name & Description of Service/Product: _____

Describe the Target Users for the Service/Product: _____

Technical Description (client, agent, SSL, FTP, hosted website, ASP, cloud computing, etc.): _____

Other Customer Software Required to Run the Product/Service: _____

Describe Pertinent Outsourced/Contracted Service Arrangements: (such as: support, cloud services, third-party applications, etc.) _____

Describe Security Features/Testing/External Assessments: _____

DATA REQUIREMENTS

(mark a "1" in all boxes applicable for this relationship)

Transmit or Access	Stores Offsite	Risk	Data Type (if needed, refer to definitions worksheet tab)
		High	Electronic Protected Health Information (ePHI)
		High	Personally Identifiable Information (PII) for Students
		High	Personally Identifiable Information (PII) for Non-students
		High	Social Security Numbers (SSN)
		High	Payment Card Information
		High	Sensitive Digital Research Data
		High	UT Entity Mission Critical Information
		Medium	Business Critical Information
		Medium	Intellectual Property
		Medium	Other Sensitive Information
		Low	Other

Answer: 0 = Not Applicable, based on service provided

1 = Yes

2 = Partially

3 = No

Comments: are optional, but may be used to explain answers.

Answer	Comments	A. Company Information
		<ol style="list-style-type: none"> 1. Will provide documentation on financial health and viability of your company.
		<ol style="list-style-type: none"> <li value="2">2. Will accommodate a customer's site visit for a security audit within 24 hours notice.
<hr/>		<i>Total Company Controls</i>
Answer	Comments	B. Policies, Standards and Procedures
		<ol style="list-style-type: none"> 1. Has formal written Information Security Policies.
		<ol style="list-style-type: none"> <li value="2">2. Will provide copies of the Information Security Policies.
		<ol style="list-style-type: none"> <li value="3">3. Will provide, if asked, examples of security documents, which you have indicated you maintain.
		<ol style="list-style-type: none"> <li value="4">4. Can provide results of a third-party external Information Security assessment conducted within the past 2 years (SAS-70, penetration test, vulnerability assessment, etc.).
		<ol style="list-style-type: none"> <li value="5">5. Maintains incident response procedures.
		<ol style="list-style-type: none"> <li value="6">6. Policy protects client information against unauthorized access; whether stored, printed, spoken, or transmitted.
		<ol style="list-style-type: none"> <li value="7">7. Policy prohibits sharing of individual accounts and passwords.

		8. Policy implements the following Information Security concepts: need to know, least privilege, and checks and balances.
		9. Receives and implements protections for security vulnerability alerts (such as CERTs).
		10. Requires system administrators to be educated and qualified.
		11. Implements AAA (Authentication, Authorization, Accounting) for all users.
		12. Performs background checks for individuals handling sensitive information.
		13. Termination or job transfer procedures immediately protect unauthorized access to information.
		14. Provides customer support with escalation procedures.
		15. Documented change control processes.
		16. Requires contractors, subcontractors, vendors, outsourcing ventures, or other external third-party contracts to comply with policies and customer agreements.
		17. Policy implements federal, state, and local regulatory requirements.
		18. Maintains a routine user Information Security awareness program.
		19. There is a formal routine Information Security risk management program for risk assessments and risk management.
<hr/>		Total Policy Controls

Answer	Comments	C. Architecture
		1. Will provide a network architecture drawing for the customer solution, which demonstrates the defense-in-depth strategies.
		2. Implements and monitors firewall protections.
		3. Maintains routers and ACLs.
		4. Provides network redundancy.
		5. IDS/IPS technology is implemented and alerts are assessed.
		6. DMZ architecture for Internet systems.
		7. Web applications that 'face' the Internet are on DMZ servers, which are separate from internal servers that house sensitive customer information.
		8. Maintains enterprise-wide virus/malware protection.
		9. There is an enterprise patch management system.
		10. Provides dedicated customer servers or explain how this is accomplished in a secure virtual or segmented configuration.
		11. Remote access is achieved over secure connections.
		12. Test environments both physical and logical are separated from production environments.
		13. Will provide architectural software solution designs with security controls.
		14. Wireless networks are encrypted, require user authentication, and has secured/controlled access points.
<hr/>		Total Architecture Controls

Answer	Comments	D. Configurations
		1. All computers systems involved are kept current with security patches and have up-to-date malware protection.
		2. Encryption, with the strength of at least 256 bit, is used, required, and monitored when sensitive information is transmitted over untrusted or public connections.
		3. System banners are displayed prior to access and require the user's acknowledgment and agreement concerning: unauthorized use is prohibited, system are monitored, policies are enforced, and there is no expectation of privacy.
		4. Computers have password-protected screen savers that activate automatically to prevent unauthorized access when unattended.
		5. All unnecessary services are removed from computers.
		6. Servers run anti-intrusion software (such as tripwire, etc.).
		7. All vendor-supplied default passwords or similar "published" access codes for all installed operating systems, database management systems, network devices, application packages, and any other commercially produced IT products have been changed or disabled.
		8. Passwords have a minimum of 8 characters, expire, and have strength requirements.
		9. Passwords are never stored in clear text or are easily decipherable.

		10. All system operating systems and software are routinely checked to determine whether appropriate security settings are enabled.
		11. File and directory permissions are managed for least privilege and need-to-know accesses.
		12. Redundancy or high availability features are implemented for critical functions.
		13. All user access is authenticated with either a password, token or biometrics.
		14. All system changes are approved, tested and logged.
		15. Production data is not used for testing unless the data has been declassified.
		16. Application security follows industry best practices (such as OWASP).
		17. For system's support users, the account lockout feature is set for successive failed logon attempts.
		18. Split tunneling is prohibited when connecting to customer systems or networks.

Total Configuration Controls

Answer	Comments	E. Product Design
		1. If the product integrates with portable devices, sensitive information or information protected by law is encrypted when stored on these portable devices and requires password access.

		2. Access to sensitive information or information protected by law, across a public connection is encrypted with a secured connection and requires user authentication.
		3. If the product manages Protected Health Information (PHI), the product and company processes are HIPAA compliant.
		4. Management of any payment card information is compliant with the Payment Card Industry (PCI) Standards.
		5. Web applications are scanned, tested, and monitored for common application security vulnerabilities.
		6. Software, applications, and databases are kept current with the latest security patches.
		7. This product has been and can be Shibboleized.
		8. This product integrates with Active Directory or LDAP

Total Product Design Controls

Answer	Comments	F. Access Control
		1. Access is immediately removed or modified when personnel terminate, transfer, or change job functions.
		2. Achieves individual accountability by assigning unique IDs and prohibits password sharing.
		3. Critical data or systems are accessible by at least two trusted and authorized individuals.
		4. Access permissions are reviewed at least monthly for all server files, databases, programs, etc.

		5. Users only have the authority to read or modify those programs or data, which they need to perform their assigned duties.
--	--	--

Total Access Controls

Answer	Comments	G. Monitoring
		1. Access logs for all servers, sensitive databases, and sensitive files are reviewed at least monthly for anomalies.
		2. System event logging is implemented on all servers and records at a minimum who, what, and when.
		3. After normal business hours system activity and access (physical or logical) is reviewed and analyzed at least monthly.
		4. System logs are reviewed for failed logins or failed access attempts at least monthly.
		5. Dormant accounts on systems are reviewed and removed at least monthly.
		6. Logs are periodically reviewed for possible intrusion attempts at least monthly.
		7. Network and firewall logs are reviewed at least monthly.
		8. Wireless access is reviewed at least monthly.
		9. Scanning is done routinely for rogue access points.
		10. IDS/IPS systems are actively managed and alert notifications have been implemented.
		11. Vulnerability scanning is performed routinely.

		12. Password complexity checking is done routinely.
Total Monitoring Controls		
Answer	Comments	H. Physical Security
		1. Access to secure areas are controlled such as: key distribution management, paper/electronic logs, or a receptionist always present when the doors are opened.
		2. Access to server rooms are controlled and follow need-to-know and least privilege concepts.
		3. Computer rooms have special safeguards in place i.e., cipher locks, restricted access, room access log.
		4. Disposal of printed confidential or sensitive information is shredded or otherwise destroyed securely.
		5. Customer information is either prohibited or encrypted (PHI, student data, SSN, etc.) on laptop computers or other portable devices.
		6. Desktops which display sensitive information are positioned to protect from unauthorized viewing.
		7. All visitors are escorted in computer rooms or server areas.
		8. Appropriate environmental controls been implemented where possible to manage the equipment risks such as: alarms, fire safety, cooling, heating, smoke detector, battery backup, etc.

		9. There are no external signs indicating the content or value of the server room or any room containing sensitive information.
		10. There are secure processes for destroying sensitive data on hard drives, tapes or removable media when it is no longer needed.

Total Physical Controls

Answer	Comments	I. Contingency
		1. There is a written contingency plan for mission critical computing operations.
		2. Emergency procedures and responsibilities are documented and stored securely at multiple sites.
		3. The contingency plan is reviewed and updated at least annually.
		4. You have identified what computing services must be provided within specified critical timeframes in case of a disaster.
		5. Cross-functional dependencies been identified so as to determine how the failure in one system may negatively impact another one.
		6. You have written backup procedures and processes.
		7. You periodically test the integrity of backup media.
		8. Backup media is stored in a secure manner and access is controlled.
		9. You maintain a documented and tested disaster recovery plan.

		10. You have off-site storage and documented retrieval procedures for backups.
		11. You have rapid access to backup data.
		12. Backup media is appropriately labeled to avoid errors or data exposures.

Total Contingency Controls

Answer	Comments	J. BUSINESS RELATIONSHIPS
		1. Confidential agreements have been signed before proprietary and/or sensitive information is disclosed.
		2. Business associate contracts or agreements are in place and contain appropriate risk coverage for customer requirements.
		3. Business associates are aware of customer security policies and what is required of them.
		4. Business associates agreements document agreed transfer of customer's data when the relationship terminates.
		5. Contractual agreements will or do include the UT Entity's required information security language.

Total Business Relationships Controls

TOTAL THIRD-PARTY CONTROLS

DEFINITION	EXAMPLES	QUALIFIERS
ePHI (electronic Protected Health Information) - Individually identifiable health information in the electronic form which may be stored, processed or transmitted.	<ul style="list-style-type: none"> • Billing records • Hospital/medical records (in and out patient) • Lab, pathology and/or radiology results • Mental Health records • Physician/clinic records • PHI previously collected for research purposes 	<ul style="list-style-type: none"> • Address • Account number • Any vehicle or device serial number • Certificate/license number • Date of birth • E-mail address • Fax number • Finger or voice prints • Health plan • Internet Protocol (IP) address number • Name • Name of employers • Name of relatives • Photographic images • Postal address • Social security number • Telephone number • Web universal resource locator (URL)
PII (Personally Identifiable Information) - Information that can be traced back to a specific individual user, eg, name, postal address, e-mail address, telephone number, or Social Security number.	Full name (if not common) National identification number Telephone number Street address E-mail address IP address (in some cases) Vehicle registration plate number Driver's license number Face, fingerprints, or handwriting 123-45-6789	
SSN (Social Security Number) - A number issued by the US government to people for payroll deductions for old age, survivors, and disability insurance.		

Payment Card Information - refers to the credit cards, debit cards and charge cards issued by a financial institution and reflects a relationship between cardholder and financial institution.

Credit Card, Debit Card, etc.

UTHSCSA Mission Critical Information - Indispensable applications such as databases or process control software that are deemed essential to the functionality of UTHSCSA's education, research, or patient care missions.

Business Critical Information - Indispensable applications such as databases or process control software that are deemed essential to the functionality of a specific department.

Intellectual Property - Property rights created through intellectual and/or discovery efforts of a creator that are generally protectable by law.

Patent, trademark, copyright, trade secret, trade dress, product, logo.

Other Sensitive Information - Information other than the previous categories with little financial impact; however, its unauthorized disclosure, alteration, loss, or destruction will at least cause perceivable damage to someone or something.

Internal departmental communications, contractual information, negotiations, legal concerns, investigations, etc.



Response to Request For Proposal

By

The University of Texas System Administration

For

Selection of Vendor(s) to Provide

Online Education Services

RFP No. BOR-07-08-11

Submittal Date: August 8, 2011

This proposal will remain valid for University's acceptance for a minimum of 120 days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

The information in this proposal (including appendices and exhibits) is confidential. Academic Partnerships, LLC requests that the content is shared only with those directly involved in the evaluation process and that we have the opportunity to redact sensitive information before any of this content is released publically.

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TAB 1

SECTION 2

EXECUTION OF OFFER

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

- 2.1 By signature hereon, Proposer represents and warrants the following:
- 2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between 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.
 - 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
 - 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - 2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in Section 4 of this RFP, under which Proposer will be required to operate.
 - 2.1.6 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.
 - 2.1.7 If selected by University, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
 - 2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 2.1.9 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 NEGIGENT 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.
 - 21.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 2.2 By signature hereon, Proposer offers and agrees to furnish the Services to 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.

APPENDIX ONE

- 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 that in accordance with Section 2155.004, *Government Code*, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP. In addition, Proposer certifies that an award of a contract to Proposer will not violate Section 2155.006, *Government Code*, prohibiting University from entering into a contract that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, *Government Code*, Proposer certifies that Proposer is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
- 2.10 By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.11 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.
- 2.12 Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time University makes an award or enters into any contract or agreement with Proposer.
- 2.13 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.
- 2.14 Proposer should complete the following information:
If Proposer is a Corporation, then State of Incorporation: D&E
If Proposer is a Corporation then Proposer's Corporate Charter Number: 4785605
RFP No.: BOR-07-08-11

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:

Academic Partnerships, LLC.

(Proposer Institution's Name)

Mike J. Bruskey

(Signature of Duly Authorized Representative)

Michael Bruskey, CFO

(Printed Name/Title)

8/15/11

(Date Signed)

160 Continental Ave

(Proposer's Street Address)

Dallas, TX 75207

(City, State, Zip Code)

214-210-4045

(Telephone Number)

214-210-7370

(FAX Number)

TAB 2

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: **Academic Partnerships, LLC**
(Proposer Company Name)

To: The University of Texas System Administration

Ref.: Selection of Vendor(s) to Provide Online Education Services

RFP No.: BOR-07-08-11

Ladies and Gentlemen:

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

6.1 Pricing for Services Offered (Note: See "Pricing of Services Approaches" in Section 5.3.3.)

"A la carte" Basis:

While we prefer to offer bundled services where our compensation is in the form of tuition sharing, we will provide the following services on an "a la carte" basis.

Course Design/Implementation (5.2.2) and Professional Development (5.2.3): \$150 per hour with a minimum contractual arrangement of \$25,000

Epic (learning management system) (5.2.1): \$100 per student per academic year with a minimum of 1,000 students.

Marketing, Recruiting, and Retention services: generally speaking, we propose a tuition sharing arrangement of 50% to Academic Partnerships and 50% to the university, with a minimum revenue potential of \$4,300 per complete degree program. The tuition sharing arrangement excludes typical student fees and state appropriations. It is important to note that we are compensated on a course-by-course basis, meaning that if we provide all of the above services, but a student only completes one course of a 12-course program, then we would only be compensated 1/12th of our revenue potential. Pricing will be greatly dependent on:

- How many degree programs we are servicing at an individual school
- The estimated market demand for those programs
- The length of time to complete the program
- Tuition
- The amount of time we need to spend with faculty during program development

Financial Terms: while we invest significant amounts of our own funds to launch a program, we do not offer funds for the University's investment (i.e., seed money)

Instructional Support: we do not provide instructional support services such as provision of instructional coaches or assistants.

Complete Package Price Basis:

Generally speaking, we propose a tuition sharing arrangement of 50% to Academic Partnerships and 50% to the university, with a minimum revenue potential of \$4,300 per complete degree program. The tuition sharing arrangement excludes typical student fees and state appropriations. It is important to note that we are compensated on a course-by-course basis, meaning that if we provide all of the above services, but a student only completes one course of a 12-course program, then we would only be compensated 1/12th of our revenue potential. Pricing will be greatly dependent on:

- How many degree programs we are servicing at an individual school
- The estimated market demand for those programs
- The length of time to complete the program
- Tuition
- The amount of time we need to spend with faculty during program development

The course design/implementation services and use of Epic are included in this price.

“Combination” Price Basis:

Same as package pricing, as we do not offer Financial Terms or Instructional Support.

6.2 Delivery Schedule of Events and Time Periods

AP typically recommends an integration cycle of approximately four months from the initial planning meeting to the start for a new program.

- Design Phase: 2-3 weeks: Program Launch (internal) and Planning Workshop (on-site) and definition of all program attributes (the content that drives all other activities)
- Develop Phase: 3-4 weeks: Execution of required integration activities, such as the development of marketing assets, integration of data files, and hiring/training of staff.
- Deliver Phase: 8-10 weeks: Execution of marketing plan. Application deadline, processing of students, delivery of courses.

Phase		Objective(s)
New University Development	Kick-off	<ul style="list-style-type: none"> Complete pre-integration checklist and sign contract
	Program Launch	<ul style="list-style-type: none"> Define/review target dates for rollout Prepare partner and internal team for planning workshop
	Planning Workshop (on-site)	<ul style="list-style-type: none"> Define program attributes, integration procedures and marketing strategies Prepare larger internal team for rollout activities Describe instructional support model, if applicable
	Course Blueprinting Session (on-site consultation)	<ul style="list-style-type: none"> Demonstrate Epic LMS (if applicable) Support faculty in design of scalable online courses Assist in design of Program orientation (if applicable) Provide courses development schedules to meet course QA and rollout dates
	Websites	<ul style="list-style-type: none"> Develop university program website and landing pages Update affinity sites
	Marketing Assets	<ul style="list-style-type: none"> Develop all marketing collateral to support field sales, online marketing campaigns and enrollment services
	Recruitment and Enrollment Services	<ul style="list-style-type: none"> Define resource plan Develop operational tools for Enrollment Services Train internal resources on new programs
	Technology Integration	<ul style="list-style-type: none"> CRM setup to support new program Integrate partner data
	Epic and Epic Authoring Training & Support for Faculty (on-site consultation)	<ul style="list-style-type: none"> Train and support Epic course development (if applicable): <ul style="list-style-type: none"> -Epic Authoring Training -Creation of course shells for professors/authors -Epic Training (including Grade book) -Ongoing faculty support for EA and Epic (Faculty Support) -QA of courses for functionality
	Marketing Launch	<ul style="list-style-type: none"> Launch website Deploy field sales where applicable and online campaigns Actively provide support to the university on student admissions and enrollment processes
Deliver – Weeks 8 ~ 16	Course Start	<ul style="list-style-type: none"> Create student sections and enroll professors, if applicable Confirm student rosters / enrollments Insert Student Survey Links into course (if applicable) Prep internal departments Contact students Support faculty in use of Epic-on-going

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 zero percent (0%)* 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.

***Since the majority of Academic Partnership's services are provided before a student is admitted by the university and before we get paid as part of a tuition sharing arrangement (program design, implementation, marketing, recruiting), a withholding for acceptance of final work product is not appropriate. Additionally, our standard contract**

REQUEST FOR PROPOSAL

terms are payment within 30 days of each course start. Since invoices are dependent on a final student census after the drop/refund date, earlier payment by the university is not feasible.

Prompt Payment Discount 0%, 0 days/net 30 days

Respectfully submitted,

Proposer: Academic Partnerships, LLC

By: 
Name: Michael Briskey
Title: CFO

Date: August 5, 2011

TAB 3

APPENDIX ONE

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:
Academic Partnerships, LLC

Address of principal place of business:
160 Continental Ave

Dallas, TX 75207

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

Dallas, TX 75207

Number of years in Business: **Academic Partnerships: 1.5 years;
Predecessor company was Higher Ed Holdings, LLC: 6 years**

State of incorporation: **Delaware**

Number of Employees: 166

Annual Revenues Volume: Approx. \$43 million (last 12 months)

Name of Parent Corporation, if any (n/a)

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.

YES

- 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.

SEE EXHIBIT D (D&B REPORT)

- 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.

NO

- 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).

N/A

- 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.

NO

- 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.

Dr. Jimmy Simmons, President, Lamar University

Tel: 409-880-8405

Education, General Studies and Criminal Justice Programs

**Comprehensive services, including Epic LMS, curriculum support and implementation services, recruiting and marketing, retention services
Since 2007**

Dr. Don Bobbit, Provost, University of Texas at Arlington

Tel: 817-272-2103

Education and Nursing Programs

**Comprehensive services, including Epic LMS, curriculum support and implementation services, recruiting and marketing, retention services
Since 2008**

Dr. Dan Howard, Interim Chancellor, Arkansas State University

Tel: 870-972-3030

Education Programs

**Comprehensive services, including Epic LMS, curriculum support and implementation services, recruiting and marketing, retention services
Since 2008**

Dr. Phil Regier, Executive Vice President and Dean, Arizona State

University

Tel: 480-965-2457

Education and Nursing Programs

**Comprehensive services, including curriculum support and implementation services, recruiting and marketing, retention services
Since 2010**

- 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.

NO

- 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.

[REDACTED] owns more than 25% of Academic Partnerships, LLC.
His social security number is [REDACTED].

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.

AP works with state universities and has provided online higher education and marketing services for its partners since 2007. We have a strong record of success in helping universities expand access to their programs by converting traditional degree programs to online delivery while expanding their recruitment footprints and increasing student enrollments. AP currently assists partner institutions with undergraduate, graduate and post-graduate degree programs in fields such as Business, Nursing, Education, Arts and Sciences and Criminal Justice.

AP will provide UT Institutions with a proprietary program design (whether using Epic or any other learning management system) for the delivery of online degree programs that relies, in part, on multiple start dates and accelerated courses. This approach will lower time to degree completion and increase graduation rates while simultaneously maintaining quality of the program.

The design has been adopted and used extensively, and successfully, by all of AP's partner institutions. Combined with AP's continuous communications with students, this unique design is highly responsive to students' needs for flexibility in course scheduling and completion, resulting in less time to completion.

Technology Assistance

AP is prepared to assist UT Institutions develop and deliver their online programs through support of any learning management system utilized. However, our services include access to our proprietary platform—the EPIC Learning Management System (“Epic LMS” or “Epic”). The Epic LMS facilitates the process of converting traditional classroom anchored courses to online and then facilitates the delivery of those courses to students anytime and anywhere web access is available. The platform was designed specifically for use by university faculty members and students. It provides faculty with a clear instructional structure based on best practices in course development. Currently, over 50,000 students use Epic worldwide.

AP will facilitate the delivery of classes entirely over the internet. The platform engages students in the learning process by requiring responses to questions, participation in discussion boards and class activities, the completion of homework, and online interaction with professors and other online class members.

Epic provides multiple assessment options including tests, examinations, and assessments of various types. The platform will permit professors at two or more UT institutions to jointly develop and access online curricula in a manner that facilitates team teaching. We acknowledge that the institution controls all aspects of instruction, curriculum, and course content.

AP systems will enable integration of information with the UT Institutions' information technology systems through an application programming interface (API). AP has a successful track record of working with partner institutions to facilitate transfer of critical information between systems. While UT Institutions will be responsible for all academic matters, AP will provide information to the institutions' staff that facilitate their effective engagement with students both prior to and following enrollment.

Course Design / Implementation

AP's curriculum services employees have extensive experience in instructional design methodology and use of educational technology. AP will apply this expertise in assisting UT faculty and staff to convert courses and design program structure for online delivery in a manner that maximizes efficiencies and economies of scale, while simultaneously yielding courses closely aligned with research-based practices and standards for online learning. The Epic LMS was developed specifically to enable a learning objectives-based model for course building, thus ensuring comparability of course outcomes.

AP will work with UT Institution's faculty and administration as online courses are designed, developed, converted and implemented. Campus-based meetings will assist faculty as they develop detailed blueprints for course structure and content prior to course conversion or construction. AP support services will include training on Epic's course authoring system, if applicable, and recommendations to faculty on course duration, content presentation materials and format.

AP will dedicate an integration director to the UT Institution that will serve as the primary interface between AP staff and the UT Institution's administration and staff. That individual will facilitate operational planning sessions with key UT Systems departments beginning with program design and continuing through program implementation. The director will also monitor existing processes as they are implemented and recommend continuous improvement steps. AP technical staff will work with the UT Institution's technical staff to enable an efficient process for integration of student information and CRM systems.

Professional Development

AP will provide comprehensive expert resources to a UT Institution's faculty as they design and develop online courses. Those services will include assistance with program planning and instructional design. During meetings with faculty, our staff will introduce best practices and provide recommendations related to length of program, length of courses, and flexibility in sequencing. Our staff will also assist faculty members in establishing learning outcomes so that readings, lectures, and assessments are tied to learning outcomes that are measurable.

AP will conduct professional development that includes, but is not limited to, training on course design and structure, planning online components, and creating grading rubrics. While the training will be LMS agnostic, for UT Institutions that elect to use the Epic LMS, faculty will receive training specific to that platform, including authoring tasks, use of electronic grade book, and course delivery functions such as discussion boards, assignment submission, and assessment data analysis. AP will also host a comprehensive website that provides guidance on the course design, development, and delivery that can be accessed by faculty at any time convenient to them.

AP curriculum support services team members will work with university faculty and staff on program design, development, and launch for each degree program. This support will focus on program and course planning and conversion, including best practices for introducing scalable online programs. Face-to-face meetings, webcasts, and conference calls will be used to optimize completion of the tasks necessary to introduce and deliver the online program.

Recruiting/Marketing

AP will deploy a combination of proven marketing strategies to attain a UT Institution's enrollment targets for its online programs. During the past four years, these strategies have resulted in more than 30,000 students enrolling at our partner institutions. These strategies include employer-based affinity partnerships, (represents direct relationships with organizations that maintain the largest population of prospective students – i.e. hospital systems for healthcare degrees; school districts for education degrees, and corporate entities for business programs) field recruitment, and comprehensive e-marketing. All strategies will be designed to lead prospective students to landing pages and/or websites developed by AP with the assistance and approval of the UT Institution.

Our services include the development and execution of marketing strategies and plans for each UT Institution's program(s). They will include, but not be limited to, the provision of marketing and promotional materials that facilitate the recruitment of students through affinity partnerships with targeted employers and through online marketing campaigns. AP will provide trained enrollment specialists to work directly with prospective individual UT Institution students. These specialists will respond to questions posed by students and provide information about the UT Institution's programs. This support will begin with pre-application and continues through the registration process once the student has been accepted by the university.

AP will provide trained enrollment specialists to work directly with prospective individual UT Institution students. These trained specialists will respond to questions posed by

students and provide information about the UT Institution's programs. This support will begin pre-application, continues through the application process, and, once the student is accepted to the program by the UT Institution, thereafter through the enrollment and payment processes.

AP will provide trained student success specialists as primary points of contact for all enrolled students. This staff will offer retention support services and technical support to ensure students successfully progress to graduation.

Instructional Support

To eliminate any doubt about its partner institutions' exercising total control over all elements of its instructional programs, AP maintains a clear delineation between recruiting and instructional support; we therefore do not offer these services. We recognize, however, that UT Institutions may need help in identifying instructional assistants and coaches to meet student demand for their online courses and programs. There are third-party instructional suppliers that can assist with this task that would not also be engaged in marketing the institution's programs. AP does work closely with the universities' instructional support personnel to ensure a high quality student experience.

Regulations/Compliance

AP accepts full responsibility for its compliance with federal and state laws and regulations that apply to AP. This includes all of the regulations referenced immediately above. As a service to the UT Institutions, AP will work closely with designated representatives at the Institution to help them comply with applicable laws and regulations. AP will provide the UT Institutions access to a compliance specialist that will help them with the steps necessary for the UT Institution to comply with federal regulation and to obtain out-of-state operating authority for their online programs.

AP will work with UT Institutions to ensure that all online programs are in compliance with the accreditation standards of SACS and other accrediting bodies with regulatory authority over the delivery of the Institution's programs. To date, all of the University programs represented by AP are in good standing with pertinent regulatory agencies.

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

AP will begin providing services immediately upon execution of the agreement and recommends that the first start date takes place four months from the execution date.

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

AP typically recommends an integration cycle of approximately four months from the initial planning meeting to the start for a new program.

- **Design Phase:** 2-3 weeks: Program Launch (internal) and Planning Workshop (on-site) and definition of all program attributes (the content that drives all other activities)
- **Develop Phase:** 3-4 weeks: Execution of required integration activities, such as the development of marketing assets, integration of data files, and hiring/training of staff.
- **Deliver Phase:** 8-10 weeks: Execution of marketing plan. Application deadline, processing of students, delivery of courses.

3.2.3.1 Identification of tasks to be performed;

Please reference Exhibit E attached.

3.2.3.2 Time frames to perform the identified tasks;

Please reference Exhibit E attached

3.2.3.3 Project management methodology;

AP provides a dedicated team of representatives from all key disciplines – Curriculum Support Services, Partner Integration Services, IT, Enrollment Services, Student Support Services, Finance and Marketing to support the program launch of a UT Institution. Upon signing of a contract with AP, the Partner Integration Services Director leads the project implementation and is involved in all aspects of the project life cycle:

- **Facilitates planning sessions to define project requirements and obtain partner signoff**
- **Conduct current/future state process analysis to align operations of university partner with AP program goals**
- **Implements and oversees status reporting process for managing action items, scope changes and risk**

The AP support team has developed an on-boarding and integration document it uses it as a standard template in launching each of its partner institutions. The AP support team continuously updates best practices and conducts post-implementation reviews to ensure that lessons learned are captured from each integration project.

3.2.3.4 Implementation strategy; and

Our services and implementation strategies consist of executing best practices in the following areas:

1. Program Integration
2. Program Marketing
3. Student Recruitment
4. Program Delivery
5. Student Success
6. Regulations and Compliance

Each is implemented with a customized synopsis of AP's and the UT institution's responsibilities and defined best practices for the partnership. Our implementation strategies are designed, developed, and delivered in accordance to standard operation procedures and best practices as defined by the partnership.

3.2.3.5 The expected time frame in which the services would be implemented.

Please reference Exhibit E attached

- 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.

AP can provide reports to a UT Institution that update on key program performance indicators on a regular basis. Reports often vary based on the academic program and online education objectives of the partner institution. Typically, key performance indicators may include any or all of the following:

Metric Name	Metric Definition	Formula	Frequency
Number of Leads by Source	Total number of prospective student leads that are submitted to AP.		Quarterly
Number of Applicants per Start	Number of completed applications received by partner		Quarterly
Number of Admits per Start	Number of admissions acceptance decisions for students into one of the AP programs		Quarterly
Number of Enrollments per Start	Total number of course enrollments in an AP program at the time of the applicable Census Date for each start	NA	Quarterly
Total Enrolled Students	Total number of unique students enrolled in a course (at the time of the applicable Census Date) managed by AP during the applicable calendar year. Note: each unique student is only counted once for purposes of this calculation, even if that student takes more than one (1) course during the calendar year	New Students + Returning Students	Quarterly

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.

Bios for key personnel are included in Exhibit F.

- 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.

Although AP does not anticipate any difficulties in supporting the University, we have defined a series of best practices in working with university partners. To manage unanticipated difficulties, AP assigns key personnel to each functional area within the partnership as well as to the overall account. AP then conducts regular meetings both internally and with university leadership to identify issues and to quickly resolve them. AP has also defined clear communication channels and paths to ensure that issues are identified quickly and addressed.

3.4 Service Support

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

AP has developed a model based on best practices identified from work with other colleges and universities. AP defines its accountabilities to our partners and measures its success according to Key Performance Indicators (KPIs). Our performance on the KPIs is reviewed monthly, and appropriate actions are taken to ensure that the organization is performing to satisfactory levels.

3.5 Quality Assurance

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

AP reviews each course in the Epic LMS prior to its release and provides suggested changes to correct textual errors, update links, and revise verbiage regarding instructions for students' tasks. Institution professors retain the responsibility for making these and any content revisions in the course materials. Quality assurance is measured by analyzing data regarding enrollment center efficiencies, technology uptime and resolution of support tickets, number and resolution time for student and faculty issues in the Epic LMS, and error counts in released courses.

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.

AP has the ability to assist state universities in building international student enrollments by:

- Recruiting students directly into state universities' online programs
- Recruiting students into dual degree programs between state universities and outstanding universities around the world
- Establishing the physical presence of state university partners on the campuses of foreign universities – particularly on campuses of affiliated universities in Latin America – namely in Argentina, Brazil, Chile, Colombia, Panama and Peru.

- 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.

AP's international network enables additional recruiting of qualified international students for state university partners' programs thus enabling them to expand their geographic reach globally while significantly impacting overall revenue for their universities.

- 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.

AP has a comprehensive business continuity plan in the event of a disaster or other events that would affect business operations. This document has a significant amount of confidential information, therefore we will be willing to share that document after execution of an agreement.

TAB 4

SECTION 4

ADDENDA CHECKLIST

Proposal of: Academic Partnerships, LLC
(Proposer Company Name)

To: The University of Texas System Administration

Ref.: Selection of Vendor(s) to Provide Online Education Services

RFP No.: BOR-07-08-11

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 N/A

Respectfully submitted,

Proposer: Academic Partnerships, LLC

By: Michael J. Blaskey
(Authorized Signature for Proposer)

Name: Michael Blaskey
Title: CFO

Date: 8/15/11

TAB 5

SECTION 5

SPECIFICATIONS: REQUIRED INFORMATION AND QUESTIONS

5.1 Overview

Responses to the requests included in Section 5 are provided below. To facilitate ease of use, Academic Partnerships (AP) has adopted the same structure and numbering system as is set forth in this Section 5.

5.2 Services Categories

The University is interested in entering into one or more Agreements with Contractors capable of providing online, web or mobile based systems and associated support and services in support of the online education programs conducted at the UT Institutions. Such systems and support include the following "Services Categories":

AP works with state universities and has provided online higher education and marketing services for its partners since 2007. We have a strong record of success in helping universities expand access to their programs by converting traditional degree programs to online delivery while expanding their recruitment footprints and increasing student enrollments. AP currently assists partner institutions with undergraduate, graduate and post-graduate degree programs in fields such as Business, Nursing, Education, Arts and Sciences and Criminal Justice.

5.2.1 Technology Assistance. The ability of the UT Institutions to obtain assistance from a Contractor with the technologies used for online education, including the Contractor's provision of online, web-based applications through which the UT Institutions may conduct academic classes and work as well as the Contractor's provision of services through the use of such applications (collectively, the "Systems"). Such Systems must meet the following requirements. However, please note that such Systems are not intended to merely constitute the Contractor's provision to any UT Institutions of a Course Management System (CMS) or a Learning Management System (LMS).

AP is prepared to assist UT Institutions develop and deliver their online programs through support of any learning management system utilized. However, our services include access to our proprietary platform—the EPIC Learning Management System ("Epic LMS" or "Epic"). The Epic LMS facilitates the process of converting traditional classroom anchored courses to online and then facilitates the delivery of those courses to students anytime and anywhere web access is available. The platform was designed specifically for use by university faculty members and students. It provides faculty with a clear instructional structure based on best practices in course development. Currently, over 50,000 students use Epic worldwide.

5.2.1.1 The Systems must allow the University and the UT Institutions to implement and conduct classes over the Internet, including:

- conducting online classes, including presentation of course materials;
- engaging students in the learning process; and
- conducting tests, examinations, and other assessments.

Please note that such classes will not be limited to only those conducted by professors or instructors at a single UT Institution, but will also include courses that are "team taught" by professors or instructors at two or more UT Institutions. As a result, the systems must provide connectivity and operability to support such "team taught" classes.

AP will facilitate the delivery of classes entirely over the internet. The platform engages students in the learning process by requiring responses to questions, participation in discussion boards and class activities, the completion of homework, and online interaction with professors and other online class members.

Epic provides multiple assessment options including tests, examinations, and assessments of various types. The platform will permit professors at two or more UT institutions to jointly develop and access online curricula in a manner that facilitates team teaching. We acknowledge that the institution controls all aspects of instruction, curriculum, and course content.

5.2.1.2 The Contractor must implement and be capable of using such Systems to provide assistance to a UT Institution's students in (i) how to apply for admission to the UT Institution, (ii) how to file a degree plan; (iii) how to register for classes and for financial aid, (iv) how to make payments to the UT Institution, and (v) obtaining and utilizing e-advising. Note, however, that the UT Institution will retain control over the admission, registration, and enrollment of students and well as for billing students and collecting student payments.

AP services are designed to provide comprehensive information for students inclusive of all of the areas specified above. Inasmuch as policies and practices may vary across UT Institutions, our staff will work closely with individuals designated by the UT Institution to ensure that the information and support provided accurately reflects the specific requirements of the Institution. We acknowledge that decisions regarding admissions, registration, grading, student advisement, tuition, and the award of financial aid rest solely with the UT Institutions.

5.2.1.3 The Systems must provide students with information concerning all degree plans and classes made available through such Systems.

AP will maintain comprehensive information on each degree plan in a format that can be shared easily with students. This information will include the total number of required courses and credit hours by degree, online syllabi for courses, and description of each course including required outcomes, course duration and costs.

- 5.2.1.4 The Systems must implement business processes for the recruitment of students by the UT Institution and/or the Contractor and the marketing of a UT Institution's online education programs (ref. Section 5.2.4 below.)

AP will adhere to business processes that ensure appropriate and effective practices in support of the recruitment and marketing of each UT Institution's online programs. Those processes will include the use of web communications to advertise and promote the programs and additional forms of communication with prospective students about the Institution's programs. AP's processes are designed to optimize the sharing of information with prospective students at key points in time when they are making decisions about program enrollment. Our processes include frequent and continuous contact with the students up to the point of decision-making processes by the Institution.

- 5.2.1.5 The Contractor must implement and be capable of using such Systems in order to monitor student progress in (i) applying for admission to the UT Institution, (ii) obtaining an approved degree plan, (iii) applying for financial aid, and (iv) registering and paying for online courses and degrees. This must include the ability of (a) Contractor's Systems to transparently integrate with a UT Institution's information technology systems and standard operating procedures in order to perform this requirement and (b) the Contractor and/or its Systems to interact with a UT Institution's faculty, staff, and students to assist in ensuring student progress through the above activities, such as Contractor's provision of support for ongoing student enrollment in a UT Institution's online education program.

AP will monitor prospective students' progress through all of the major steps leading up to the point of the admissions decision by the institution and subsequent enrollment in a UT Institution's degree program. Our processes are proactive with students—closely monitoring students' completion of required forms and documents pertinent to admissions, degree plan, financial aid, and financial arrangements for online courses and degrees. These monitoring processes are continuous throughout students' active enrollment in courses and degrees.

AP systems will enable integration of information with the UT Institutions' information technology systems through an application programming interface (API). AP has a successful track record of working with partner institutions to facilitate transfer of critical information between systems. While UT Institutions will be responsible for all academic matters, AP will provide information to the institutions' staff that facilitate their effective engagement with students both prior to and following enrollment.

- 5.2.1.6 The Systems must support the administrative tasks and obligations associated with a UT Institution's online education program - e.g., record keeping, the filing of necessary reports.

AP will provide support for the generation of reports specific to the UT Institution's online courses and programs. This service will encompass all the basic functions that AP supports.

- 5.2.1.7 The Systems must support the Contractor's provision of Services under the other Services Categories documented in this **Section 5.2**.

AP will support all Services referenced in Section 5.2.

- 5.2.1.8 The Systems must include the provision of technical support to a UT Institution's students, faculty, and staff on a 24 hours a day, 7 days a week basis.

AP will coordinate technical support with the institution's staff and can provide students, faculty and staff with access to technical support 7 days a week. That support will be customized to the particular needs of each of these groups to ensure effective and timely resolution of issues.

- 5.2.2 Course Design/Implementation. The ability for each UT Institution to obtain a Contractor services in support of the design and implementation of courses for that Institution's online education program.

AP will work with UT Institution's faculty and administration as online courses are designed, developed, converted and implemented. Campus-based meetings will assist faculty as they develop detailed blueprints for course structure and content prior to course conversion or construction. AP support services will include training on Epic's course authoring system, if applicable, and recommendations to faculty on course duration, content presentation materials and format.

- 5.2.3 Professional Development. A Contractor's provision of professional development services to a UT Institution in order to assist that Institution's faculty in tailoring course materials to take full advantage of the online approach.

AP will provide comprehensive expert resources to a UT Institution's faculty as they design and develop online courses. Those services will include assistance with program planning and instructional design. During meetings with faculty, our staff will introduce best practices and provide recommendations related to length of program, length of courses, and flexibility in sequencing. Our staff will also assist faculty members in establishing learning outcomes so that readings, lectures, and assessments are tied to learning outcomes that are measurable.

- 5.2.4 Recruiting/Marketing. A Contractor's recruitment of new students to a UT Institution's online education programs and courses as well as marketing such programs and courses to the general public and to targeted groups.

AP will deploy a combination of proven marketing strategies to attain a UT Institution's enrollment targets for its online programs. During the past four years, these strategies have resulted in more than 30,000 students enrolling at our partner institutions. These strategies include employer-based affinity partnerships, (represents direct relationships with organizations that maintain the largest population of prospective students – i.e. hospital systems for healthcare degrees; school districts for education degrees, and corporate entities for business programs) field recruitment, and comprehensive e-marketing. All strategies will be designed to lead prospective students to landing pages and/or websites developed by AP with the assistance and approval of the UT Institution.

Our services include the development and execution of marketing strategies and plans for each UT Institution's program(s). They will include, but not be limited to, the provision of marketing and promotional materials that facilitate the recruitment of students through affinity partnerships with targeted employers and through online marketing campaigns. AP will provide trained enrollment specialists to work directly with prospective individual UT Institution students. These specialists will respond to questions posed by students and provide information about the UT Institution's programs. This support will begin with pre-application and continues through the registration process once the student has been accepted by the university.

- 5.2.5 Financial Terms. The Contractor's provision of the financing and pricing structure(s) necessary to deliver Services in support of a UT Institution's online education programs and courses. This may include, but may not be limited to, the Contractor's funding of the up-front costs to start a UT Institution's online education system (e.g., seed money) and subsequent recovery of such costs via tuition or registration fees.

The pricing structure for all required services necessary to support the online education programs at the UT Institutions is detailed in Section 5.3.3, Pricing of Services Approaches. In that regard, AP will fund upfront: a) the curriculum support services outlined in Section 5.2.2.; b) initial and ongoing marketing costs as detailed in Section 5.2.4; c) the cost of staff retained and trained by AP to communicate with and assist prospective students interested in enrolling in the UT Institution's programs and thereafter retaining them in the programs; and d) the services outlined in Section 5.2.3 related to curriculum support services for tailoring courses that take full advantage of the online approach to instruction.

AP proposes a financial structure similar to the contracts we currently have with 12 state universities. This structure requires no upfront funding or investment of AP cost by the UT Institution. Under this approach, AP recovers its upfront investment through a revenue model based on a tuition sharing arrangement.

AP describes our general financial terms and structure in Section 6.1. However, as a practical matter, we have negotiated individual contracts with our partner institutions in

recognition of the unique requirements and differences among them, including programs and markets. Because AP will provide these services for a wide range of degree programs that vary in tuition and market potential, it is not possible to provide a single, standard pricing structure that covers every situation adequately. Generally speaking, we do not provide “seed money” to university partners, as we have found that the universities require very little upfront incremental investment to launch their programs. As mentioned above, AP makes a significant upfront and ongoing investment that is recovered solely through the revenue sharing model.

5.2.6 Instructional Support. The ability of a UT Institution to obtain instructional support for students in the Institution’s online education programs and courses. Such support may include, but is not limited to, the provision of instructional assistants or coaches.

To eliminate any doubt about its partner institutions’ exercising total control over all elements of its instructional programs, AP maintains a clear delineation between recruiting and instructional support; we therefore do not offer these services. We recognize, however, that UT Institutions may need help in identifying instructional assistants and coaches to meet student demand for their online courses and programs. There are third-party instructional suppliers that can assist with this task that would not also be engaged in marketing the institution’s programs. AP does work closely with the universities’ instructional support personnel to ensure a high quality student experience.

5.3 Menu-Based Services Approach; Comprehensive Services Approach

Each proposal submitted must address the Proposer’s capabilities, strengths, and advantages in providing Services in support of each of the Services Categories identified above. Such responses should address the provision of Services under both of the following approaches:

5.3.1 Menu-Based Services Approach. It is intended for each UT Institution to be able to select and obtain Services from a Contractor from one or more of the Services Categories identified above, in order to meet that UT Institution’s particular requirements. For example, a UT Institution may only have requirements to engage instructional assistants for its online education program, and should be able to independently procure such assistants from one or more Contractors without having to obtain Services in any of the other Services Categories.

Therefore, in its proposal each Proposer must identify its capabilities and resources for independently providing Services in each of the Services Categories identified above under such a “menu-based” approach. Each Proposer must identify each of the Services Categories in which Proposer has specific, demonstrable capabilities. However, if a Proposer does not provide Services in any specific Services Category, then Proposer must indicate this in its proposal.

AP’s preference is to provide the aforementioned services to UT Institutions in a bundled structure. AP prices all of its existing contracts using a revenue model based on a tuition-sharing structure. AP will, however, be open to a menu-based services approach

that reflects the unique needs and requirements of individual UT Institutions and their programs. We offer all of the services detailed in section 5.2 except for Instructional Support (5.2.6), and can do so in a bundled or independent manner. A pricing structure for menu-based services is provided in our response to Section 6.1

5.3.2 Comprehensive Services Approach. However, each Proposer with the necessary capabilities and resources is also encouraged to propose a comprehensive approach for providing Services in all of the Services Categories identified above, so that such a Proposer can serve as a single source from which a UT Institution can obtain Services in all of the Services Categories. Proposers proposing such a comprehensive approach may, where applicable, propose a specific Learning Management System (LMS) or Course Management System (CMS) that the UT Institutions may procure from the Proposer under that approach. If such a comprehensive approach is proposed, then the Proposer must identify all advantages to a UT Institution of obtaining Services under such a comprehensive approach from the Proposer as opposed to the "menu-based" approach identified above. Such advantages should include, but may not be limited to, the lower costs and greater functionalities and efficiencies that the UT Institution will obtain as a result of choosing the Proposer's comprehensive approach.

AP has historically provided the aforementioned services to universities in a bundled structure. The advantage to this approach is that all parts of the organization are focused on the entire lifecycle of a student, including initial design of the program, recruiting, and retention services through graduation. This comprehensive approach delivers an integrated, seamless student progression strategy. Additionally, AP is able to offer our LMS and program design services at no incremental fee if provided with our recruiting and marketing services. AP operates with a university-centric team approach, where a dedicated team encompassing marketing, integration services, and curriculum support services work together to serve the university. The overall program has more effective student outcomes when all of the different functions are involved in the design and execution of the program.

5.3.3. Pricing of Services Approaches. Given the two Services Approaches set forth above, each Proposer's documentation of its proposed "Pricing for Services Offered" as set forth in **Section 6.1** must price the Services in the following three ways:

- On an "a la carte" basis, where Proposer identifies the separate pricing at which a UT Institution may obtain Services from Proposer in each individual Service Category,
- On a complete "package price" basis, in order to identify the total pricing at which a UT Institution may obtain Services across all of the Services Categories from Proposer under the Comprehensive Services Approach, and

- As applicable, on a “combination” basis, whereby a Proposer may identify the pricing at which a UT Institution may obtain Services under combinations of two or more, but less than all six, of the Services Categories, if Proposer determines that such combinations will be of benefit to the UT Institutions.

AP has provided pricing structures in Section 6.1 on an “a la carte” basis, “package price” basis, and “combination” basis.

5.4 Required Information and Questions

5.4.1 General

- 5.4.1.1 Proposer must demonstrate its ability to familiarize itself with and adapt its provision of services to accommodate a UT Institution's standard operating procedures and ways of doing business.

AP believes that the foundation of a successful partnership must begin with collaboration. To achieve this goal, the critical first step for the AP staff is to learn as much as possible about the institution's goals, capabilities, processes and resources. AP makes it a priority to identify upfront the institution's strengths and areas where it will need support. Our staff will routinely consider:

- a. **The institution's strengths as they will impact on the development and marketing of online programs**
- b. **Information pertinent to the institution's culture and traditions**
- c. **The institution's technology and personnel support**
- d. **Faculty experience in developing and delivering online courses**
- e. **The online degrees under consideration and the market demand for those programs**
- f. **The rules and regulations that the institution must comply with to be in good standing with state education and regional accrediting agencies for online expansion of programs**

Information of this type, accompanied by thoughtful discussions with faculty and staff at UT Institutions at the onset of the relationship, are key to a successful start of an online program.

- 5.4.1.2 Proposer must demonstrate its compliance with all applicable federal and state laws and regulations as well as applicable standards, including:
- a. those regarding approval of out-of-state providers of online education services, including distance or correspondence education,
 - b. the Family Educational Rights and Privacy Act ("FERPA"),
 - c. the Americans with Disabilities Act,
 - d. the Health Insurance Portability and Accountability Act ("HIPAA").

AP accepts full responsibility for its compliance with federal and state laws and regulations that apply to AP. This includes all of the regulations referenced immediately above. As a service to the UT Institutions, AP will work closely with designated representatives at the Institution to help them comply with applicable laws and regulations. AP will provide the UT Institutions access to a compliance specialist that will help them with the steps necessary for the UT Institution to comply with federal regulation and to obtain out-of-state operating authority for their online programs.

- 5.4.1.3 Proposer must identify its capabilities and experience in implementing online education in compliance with the accreditation standards of the Southern Association of Colleges and Schools (SACS) or other accrediting bodies.

AP will work with UT Institutions to ensure that all online programs are in compliance with the accreditation standards of SACS and other accrediting bodies with regulatory authority over the delivery of the Institution's programs. To date, all of the University programs represented by AP are in good standing with pertinent regulatory agencies.

- 5.4.1.4 Proposer must identify its use of the quality processes available from applicable online education organizations, such as the WICHE Cooperative for Educational Technologies (WCET), the Sloan Consortium, or the Quality Matters (QM) Program.

While the quality of online instruction has been validated through many recent research studies, it remains critical to apply best practices in the development and assessment of all programs. Furthermore, when comparative data are reported, they must be compared to traditional instruction, not just to others being offered online.

In the programs AP represents academic decisions rest solely with the faculty and staff of the institution. Some partners use Quality Matters as a rubric for course development. The rubric is then used for online training and faculty is made aware of the standards before they begin developing their course. At least one of our university partners has trained their support staff for Quality Matters. Other partners also use the Texas Higher Education Coordinating Board's Standards of Best Practice and SACS Best Practices for course review and training.

5.4.1.5 Proposer must address its capabilities and proposed approach for maintaining continuity in as well as completing online education Services that it provides to a UT Institution once such Services have started and students have enrolled in online classes / degree plans. Specifically, Proposer must identify the commitments that it offers to the UT Institutions so that once that UT Institution starts an online education program (and enrolls students in that program) with the assistance of Proposer, the Proposer will remain committed not only to the continued performance of Services in support of such a program but to assurance that such a program is in fact completed. It is anticipated that such commitments will include, but may not be limited to, limitations on Proposer's ability to terminate any Agreement with a UT Institution in order to ensure the completion of an online education program that has been initiated with that Proposer's assistance.

AP has worked successfully with state universities for more than four years to help them deliver their courses and programs online. In addition to recruiting students for those programs, we include services that focus on retaining enrolled students through graduation. Following are examples of the services we will provide in support of student retention.

- (i) We assign student support specialists to each student. Those individuals communicate regularly with the students by email and telephone, answering questions and encouraging them as they progress through their courses.
- (ii) Pursuant to point (i), we know from experience that students' completion of initial courses in an online program is crucial to their continuation to graduation. Consequently, we will place special emphasis on direct and continuous communications with the student during those initial courses.
- (iii) AP will hold weekly conference calls with university personnel to discuss program updates and provide feedback from our communication with students.

5.4.1.6 Proposer must identify the advantages and benefits that it can provide to the UT Institutions to both increase graduation rates and lower time to degree completion via online education.

AP will provide UT Institutions with a proprietary program design (whether using Epic or any other learning management system) for the delivery of online degree programs that relies, in part, on multiple start dates and accelerated courses. This approach will lower time to degree completion and increase graduation rates while simultaneously maintaining quality of the program.

The design has been adopted and used extensively, and successfully, by all of AP's partner institutions. Combined with AP's continuous communications with students, this unique design is highly responsive to students' needs for flexibility in course scheduling and completion, resulting in less time to completion.

5.4.1.7 If Proposer takes exception to any terms or conditions set forth in Section 4 of this RFP, Proposer will submit a list of the exceptions.

While AP is in agreement with the majority of the terms and conditions, we anticipate there may be unique cases with individual institution contracts that require changes to terms and conditions. Additionally, further clarification may be needed once an institution has clarified its desired program.

Section 4.27.2 further states: 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.

AP will need further clarification on this provision, in that some of the items defined as "Work Material" might potentially be work product of AP necessary for the furtherance of AP services to institutions other than UT Institutions. In so far as any of the Work Material is the work product of any employee of the University or specifically produced for a UT Institution, then AP does not object to this section.

4.30.4 States: In the event of Contractor's breach of the terms and conditions of this Agreement or of any of the Orders, the University may immediately terminate this Agreement in its entirety, including all of the Orders entered into by the UT Institutions and Contractor under this Agreement, by providing written notice to Contractor.

Depending on the specific breach cited, AP may object to the fact that this provision does not allow for any time to cure and would recommend inserting 30 day cure language into the provision in that a breach, if occurs, may be unintentional and curable.

Section 4.33 States: EXCEPT FOR UNIVERSITY'S AND THE UT INSTITUTIONS' OBLIGATIONS TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES, UNIVERSITY AND THE UT INSTITUTIONS WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THOROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT OR ANY ORDER.

NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UNIVERSITY OR ANY UT INSTITUTION 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, A UT INSTITUTION, OR ANYONE CLAIMING UNDER UNIVERSITY OR A UT INSTITUTION 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 OR ORDER.

AP will need further clarification of this provision and would like to discuss the following as an alternative:

EXCEPT FOR UNIVERSITY'S AND THE UT INSTITUTIONS' OBLIGATIONS TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES, UNIVERSITY AND THE UT INSTITUTIONS WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT OR ANY ORDER FOR ANY NON-WILLFUL ACT OR OMISSION. THIS PROVISION NEITHER EXCLUDES LIABILITY FOR THE UNIVERSITY'S OR UT INSTITUTIONS' OR THEIR AGENTS' OR EMPLOYEES' WILLFUL ACTS OR OMISSIONS MADE AGAINST CONTRACTOR NOR DOES IT RELIEVE UNIVERSITY OR UT INSTITUTIONS OR THEIR AGENTS OR EMPLOYEES FROM OBLIGATIONS TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES RESULTING FROM WILLFUL ACTS OR OMISSIONS.

4.30 Default and Termination

In the event of termination of Order by Institution without cause, we need further clarification regarding the payment beyond the termination date. Specifically, since the majority of AP's financial investment is made upfront for course conversion, curriculum support, marketing and recruiting services, and because we recover that investment on a course by course basis, AP would like clarification that, for all students recruited before the termination date, payments beyond the termination date would continue until the student completes or leaves the program.

- 5.4.1.8 Proposer must identify all terms and conditions it proposes to include in any Agreement with the University.

AP does not propose any new terms and conditions. However, AP anticipates that, depending on the services desired, including the programs to be delivered online, individual UT Institutions may want to negotiate terms and conditions specific to their individual circumstances and needs.

- 5.4.1.9 Proposer must identify all uses of a UT Institution's name, logos, symbols, marks, or content (collectively, "University Marks and Content") that it proposes to make in the course of performing the Services. If Proposer proposes to use any University Marks and Content, then Proposer must agree to enter into a specific licensing agreement with the University and Proposer's use of University Marks and Content must only be in accordance with the terms and conditions of such a licensing agreement. Furthermore, please note that the University expects to retain control over the use of any University Marks and Content as provided in **Section 4.48** above.

AP will, with the UT Institution's consent and input, use University Marks and Content for:

- a. online marketing and recruiting using banner ads, emails, landing pages and a websites;
- b. marketing through printed flyers, brochures, advertising, business cards, and conference materials;
- c. providing student enrollment services and student retention support through direct mail and emails; and

d. information session materials including posters and banners.

- 5.4.1.10 Proposer must identify all processes and procedures it will implement to avoid and address any conflicts of interest that may arise respecting its provision of Services to multiple UT Institutions as well as similar services that Provider may provide to its other customers or clients.

Although there are no boundaries in online marketing and thus no exclusivity to specific market areas, AP has certain internal processes and procedures in place to minimize any conflicts of interests, such as designated enrollment specialists for each UT Institution served, specific websites for each UT Institution, and individual landing pages designed for marketing purposes for each specific program.

5.4.2 Technology Assistance

- 5.4.2.1 Proposer must provide a detailed description and explanation of the Systems that it proposes, including the following:

- a. Where the Systems are to be hosted/operated/maintained.

AP systems are hosted, operated and maintained at Databank, 400 S. Akard Street, Suite 100, in Dallas, Texas.

- b. Proposer's commitments for uptime, availability, and problem resolution for its Systems. For example, Proposer must provide a copy of any Service Level Agreement (SLA) or any similar written commitments that it makes regarding its Systems, including any compensation or consideration that Proposer provides its customers for failure to satisfy such commitments.

AP system that are hosted, operated and maintained at Databank are designed to function on a 24/7 basis, an essential feature of online programs. Enormous effort is committed to maintaining an operationally sound infrastructure. AP does not have a standard Service Level Agreement, as all terms related to our agreements are incorporated into agreements with individual institutions based on level of service and related variables.

- c. Proposer's process and schedule for implementing and integrating its Systems with a UT Institution (including a description of how Proposer will integrate its Systems with an existing UT Institution LMS/CMS or, if a Proposer offers a Comprehensive Services Approach as set forth in **Section 5.3.2** above, the specific LMSs or CMSs that the Proposer will offer in under that approach.)

AP will provide an integration team to the UT Institution to conduct an on-site planning workshop at the onset of a new relationship. The visiting team will include AP representatives with expertise in integration practices. Telephone conference calls will be scheduled with IT and Finance representatives. A standard checklist and timeline will

be used to manage all integrations, with tasks assigned to appropriate departments. A weekly internal integration meeting will monitor progress across all teams.

AP typically recommends an integration cycle of approximately four months from the initial planning meeting to the start for a new program.

- Design Phase: 2-3 weeks: Program Launch (internal) and Planning Workshop (on-site) and definition of all program attributes (the content that drives all other activities)
- Develop Phase: 3-4 weeks: Execution of required integration activities, such as the development of marketing assets, integration of data files, and hiring/training of staff
- Deliver Phase: 8-10 weeks: Execution of marketing plan. Application deadline, processing of students, delivery of courses.

The following table provides a typical time and task schedule for taking a degree program online.

Phase		Objective(s)
New University Development Design – Weeks 1 – 4	Kick-off	<ul style="list-style-type: none"> • Complete pre-integration checklist and sign contract
	Program Launch	<ul style="list-style-type: none"> • Define/review target dates for rollout • Prepare partner and internal team for planning workshop
	Planning Workshop (on-site)	<ul style="list-style-type: none"> • Define program attributes, integration procedures and marketing strategies • Prepare larger internal team for rollout activities • Describe instructional support model, if applicable
	Course Blueprinting Session (on-site consultation)	<ul style="list-style-type: none"> • Demonstrate Epic LMS (if applicable) • Support faculty in design of scalable online courses • Assist in design of Program orientation (if applicable) • Provide courses development schedules to meet course QA and rollout dates
Develop – Weeks 5 – 10	Websites	<ul style="list-style-type: none"> • Develop university program website and landing pages • Update affinity sites
	Marketing Assets	<ul style="list-style-type: none"> • Develop all marketing collateral to support field sales, online marketing campaigns and enrollment services
	Recruitment and Enrollment Services	<ul style="list-style-type: none"> • Define resource plan • Develop operational tools for Enrollment Services • Train internal resources on new programs
	Technology Integration	<ul style="list-style-type: none"> • CRM setup to support new program • Integrate partner data
	Epic and Epic Authoring Training & Support for Faculty (on-site consultation)	<ul style="list-style-type: none"> • Train and support Epic course development (if applicable): <ul style="list-style-type: none"> -Epic Authoring Training -Creation of course shells for professors/authors -Epic Training (including Grade book) -Ongoing faculty support for EA and Epic (Faculty Support) -QA of courses for functionality
Deliver – Weeks 8 – 16	Marketing Launch	<ul style="list-style-type: none"> • Launch website • Deploy field sales where applicable and online campaigns • Actively provide support to the university on student admissions and enrollment processes
	Course Start	<ul style="list-style-type: none"> • Create student sections and enroll professors, if applicable • Confirm student rosters / enrolments • Insert Student Survey Links into course (if applicable) • Prep internal departments • Contact students • Support faculty in use of Epic-ongoing

- d. A detailed description of how Proposer and a UT Institution's students, faculty, and staff may access and use its Systems to perform the Technology Assistance requirements set forth in **Section 5.2.1**, including:
- the creation, tracking, and fulfillment/completion of degree plans,
 - provision of assistance to students in how to register for courses and make payments to the UT Institution,
 - the conduct of courses, including class sessions, online participation (both real-time and via email, instant

- (iv) messaging, chat, social media, etc.), testing, and grading,
 - (v) the capabilities of the Systems to allow the creation or input of curricula, course materials, tests, notes, etc.,
 - (vi) the ability to search the Systems for information,
 - (vii) the Systems' report generation capabilities, and
 - (viii) Proposer's specific identification of the elements that it expects a UT Institution to provide in support of its performance of such requirements.
 - (i) AP will work closely with the UT Institution to interface effectively with the Institution's existing systems and degree plans for a successful student progression strategy.
 - (ii) Enrollment Service Representatives contact students again as soon as they become eligible to register for classes to provide them instructions for registering and paying for courses. They track students' status and send additional reminders until students are registered/enrolled. Upon receipt of the initial non-payment list from the UT Institution several days prior to the course start, Enrollment Service Representatives contact the students to determine if additional guidance is needed to complete registration and payment.
 - (iii) Epic is flexible, allowing development of an online course that meets the instructor's objectives and the learner's needs. The instructor selects appropriate components to instruct, test, grade and assess the students, including student-to-student, student-to-instructor, and instructor-to-student interactions via asynchronous Discussion Boards, email, use of external social media tools and a grade book.
 - (iv) Any component can be tailored in Epic to reflect best practices of online instruction and include professor's choices of curricula, course materials, tests, notes, etc. as key features of the academic program. AP's Curriculum Support Services team is available for consultation and training.
 - (v) Through AP's integration processes and the daily data feed provided by the UT Institutions, AP will have the capability to search the status of applicants through registration and enrollment. Additionally, Epic facilitates a search of course materials for particular information.
 - (vi) Epic provides administrative reporting capabilities that provide statistics on enrollment, grades and student activities that can be utilized for teacher and student performance analysis, enrollment projection and billing. Student-performance data such as exam statistics by question, objective mastery rate, assignment statistics by grading criteria (rubric) and time spent on each course activity can be generated at the activity, section, course or domain level. If Epic is not utilized, AP will rely on the data furnished by UT Institution's SIS and LMS regarding enrollment and retention status of students.
 - (vii) AP relies upon daily data feeds from the UT Institution's SIS and LMS (if applicable) in accordance with applicable regulations. Obviously, the UT Institution will provide support for its own systems, i.e., registration, student portal, and maintenance of student records.
- e. If Proposer offers an LMS or CMS, the analytics for assessments or learning outcome measures and student usage of online tools and content that the Proposer offers.

Epic enables students to submit assessments and receive immediate feedback regarding the accuracy of responses along with feedback from the professor that will reinforce learning or redirect misconceptions. Students can view the details of scoring rubrics for each open-ended assessment or assignment. As instructors release grades on activities, students may view their individual scores on any graded items at any time as well as their point-in-time overall course grade.

Instructors link assessment items and rubric criteria to course objectives and/or outcome-based educational or industry standards. Instructors can view item analyses and objective-mastery data in the courseware by section. Student-performance data such as exam statistics by question, objective mastery rate, assignment statistics by grading criteria (rubric) and time spent on each course activity can be viewed in the courseware at the section and activity levels, and generated in reports at the activity, section, course and domain levels.

- 5.4.2.2 In describing the assistance and monitoring that the Contractor must provide as a part of or through its use of the Systems as set forth in **Sections 5.2.1.2 and 5.2.1.5** above, Proposer must identify how it proposes to provide such assistance to a UT Institution's students, faculty, and staff via (i) online interaction and communication and (ii) personal contact and communication (e.g., meetings, phone calls.)

AP will provide trained enrollment specialists to work directly with prospective individual UT Institution students. These trained specialists will respond to questions posed by students and provide information about the UT Institution's programs. This support will begin pre-application, continues through the application process, and, once the student is accepted to the program by the UT Institution, thereafter through the enrollment and payment processes.

AP will provide trained student success specialists as primary points of contact for all enrolled students. This staff will offer retention support services and technical support to ensure students successfully progress to graduation.

Students will have access to these specialists via email and dedicated 800 numbers. While AP staff will be responsive to students' inquiries, they will also be proactive, disseminating reminder emails about deadlines, start dates, and other critical information.

AP curriculum support services team members will work with university faculty and staff on program design, development, and launch for each degree program. This support will focus on program and course planning and conversion, including best practices for introducing scalable online programs. Face-to-face meetings, webcasts, and conference calls will be used to optimize completion of the tasks necessary to introduce and deliver the online program.

AP will dedicate an integration director to the UT Institution that will serve as the primary interface between AP staff and the UT Institution's administration and staff. That individual will facilitate operational planning sessions with key UT Systems departments beginning with program design and continuing through program implementation. The

director will also monitor existing processes as they are implemented and recommend continuous improvement steps. AP technical staff will work with the UT Institution's technical staff to enable an efficient process for integration of student information and CRM systems.

- 5.4.2.3 Proposer must identify how it will ensure that its Systems can be accessed and used by a wide variety of computing platforms (e.g., PCs, Macintosh/Apple, smart phones, computing tablets.)

AP will support the UT Institution's delivery of courses and programs online using either Epic referenced earlier or another platform. Epic can accommodate any modern Flash compliant browser on Windows, Mac, & Linux workstations. AP's quality assurance testing process encompasses:

- Microsoft Internet Explorer for Windows OS
- Firefox for Windows OS
- Google Chrome for Windows OS
- Safari for MAC OS
- Firefox for MAC OS
- Google Chrome for MAC OS

- 5.4.2.4 Proposer must identify its capabilities to provide technical support for its Systems to a UT Institution's students, faculty, and staff on a 24-hour a day, 7 days a week basis. Proposer should identify its process for addressing all malfunctions or problems with its Systems, including Proposer's methods for identifying or receiving notice of such issues and Proposer's response and resolution times based on the severity and impact of the malfunction or problem.

AP will provide a dedicated technical support desk for both faculty and students. The hours of telephone operation will be 7 am until 10 pm (CST) Monday - Friday and 8 am until 8 pm (CST) Saturday – Sunday. Email support will be available 24 hours per day.

When faculty issues are received by the support desk, a response will be delivered via email (and phone whenever appropriate) within approximately two business hours. In the rare instance where the resolution to an issue of concern to a faculty member is not imminent, AP will provide an estimated time frame for resolution. All faculty and student requests are tracked via our CRM system.

- 5.4.2.5 Proposer must identify its process for ongoing update or improvement of its Systems to introduce new capabilities and functionalities and how such updates or improvements will be made available for implementation and use by the UT Institutions.

Please see Exhibit A attached at the end of our RFP response

- 5.4.2.6 Proposer must identify how it addresses updates or changes in its Systems to ensure that such updates or changes are seamless to a UT Institutions and its students, faculty, and staff that use such Systems

and will not affect the ability of the Systems to support a UT Institution's online education program. Specifically, Proposer must address any limitations on the timing or implementation of updates that can be made to its Systems or to any classes, courses, or other materials implemented in its Systems. For example, Proposer must identify any limitations or prohibitions in making updates to any online course materials once that course has been started.

AP will provide a comprehensive communication plan to the UT Institution that describes protocols for scheduled and unscheduled technology releases and other system-wide notifications. Professors have complete autonomy in making updates to any online course materials once a course is in use.

All of AP's update procedures, including detailed testing and release scheduling, are included in the Epic Test Plan Document, Exhibit A at the end of this section.

- 5.4.2.7 Proposer must identify its requirements and capabilities for interaction and integration with a UT Institution's information technology systems. For example, Proposer must identify its ability to interact and integrate with various different types of LMSs / CMSs, as well as Proposer's ability to move or transition its performance of the Services (including its Systems) to a new LMS or CMS used by a UT Institution. (The LMSs /CMSs addressed by Proposer should not be limited merely to those that the Proposer may offer as part of a proposed Comprehensive Services approach.)

Please see Exhibit B attached at the end of our RFP response

- 5.4.2.8 If Proposer offers to provide an LMS/CMS, then Proposer must identify if such a system can be accessed and used "off-line" or if the system requires an Internet/web connection in order to be accessed and used.

The Epic LMS can currently be used both online and offline.

- 5.4.2.9 Proposer should identify any experience it has with the Sharable Content Object Reference Model (SCORM).

Epic supports content created using the SCORM 1.2 and 2004 specifications. The delivery of SCORM content is supported in the Epic Web Player as well as in the offline version of Epic.

- 5.4.2.10 Proposer must identify its processes for security, backup/restore, records retention, and disaster recovery of its Systems and the data and information stored on those Systems (including student information and work.) Specifically, Proposer must identify its approach for the preservation of records to address issues such as grade appeals and the access by a UT Institution's faculty to such records.

AP data, including both student and LMS records, are backed up continuously each day. Student data, course work, assignments, and exams are currently stored for 7 years, a term that can be adjusted to meet each UT Institution's needs. Faculty will be able to access student data from inactive courses via requests submitted to the AP helpdesk.

- 5.4.2.11 In its proposal, Proposer must indicate whether it will consent to include in the Agreement the "State Web Site Requirements" language that is set forth in APPENDIX THREE. If Proposer objects to the inclusion of the "State Web Site Requirements" 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.

AP will consent to include in the Agreement the "State Web Site Requirements" language that is set forth in Appendix Three.

- 5.4.2.12 In its proposal, Proposer must provide a response to each item listed in **APPENDIX FOUR, Electronic and Information Resources ("EIR") Environment Specifications** for all of the Systems it proposes. **APPENDIX FOUR** will establish specifications, representations, warranties and agreements related to the EIRs that Proposer is offering to provide to University. If a Proposer is selected to enter into an Agreement with the University, then that Proposer's responses to **APPENDIX FOUR** will be incorporated into the Agreement and will be binding on that Proposer.

Please see Appendix Four (Exhibit C) attached at the end of our RFP response

5.4.3 Course Design/Implementation

- 5.4.3.1 Proposer must identify its capabilities to assist UT Institutions in designing online educational programs in new formats and using new techniques in order to meet the learning objectives of "face-to-face" degrees.

AP's curriculum services employees have extensive experience in instructional design methodology and use of educational technology. AP will apply this expertise in assisting UT faculty and staff to convert courses and design program structure for online delivery in a manner that maximizes efficiencies and economies of scale, while simultaneously yielding courses closely aligned with research-based practices and standards for online learning. The Epic LMS was developed specifically to enable a learning objectives-based model for course building, thus ensuring comparability of course outcomes.

- 5.4.3.2 Proposer must identify the anticipated number of students for which it proposes that online classes should be designed and built. In particular, Proposer must identify its capabilities and expertise in designing and implementing online courses so as to maximize the scalability of those courses - in other words, to enroll the maximum

possible number of students in such courses over and above the number of students able to participate in such courses through traditional classroom instruction.

During initial meetings with AP, UT Institutions and AP jointly discuss enrollment targets based on market analysis. AP will work with the Institution's staff to configure a delivery model that facilitates targeted program enrollments using multiple start dates.

- 5.4.3.3 Proposer must identify its ability to work on implementing online education programs with a wide range of institutions - from institutions with great capability and capacity in such programs to those with limited capability and capacity.

AP has successfully worked with state universities of varying levels of experience in online learning and different levels of technical infrastructure.

- 5.4.3.4 Proposer must identify its ability and proposed approach to implement online education to accommodate courses of various lengths at the same time. Specifically, Proposer must identify its proposed approach for enabling online students taking short courses to complete and obtain credit for the number and types of courses that non-online students are able to complete in the same time frame.

AP's curriculum support services team helps faculty design online courses with durations as little as 5 weeks. If Epic is utilized, it also enables UT Institutions to design and deliver courses that meet the objective stated above. Students enrolled in online programs at the AP partner institutions typically complete and obtain credit for their online courses in the same or a shorter time frame than the comparable course taken offline.

- 5.4.3.5 Proposer must identify how it proposes to address online education courses and degree programs in which clinical experience or laboratory work is a requirement.

AP can facilitate the development of didactic components for online programs accompanied by professional site-based or internship experiences monitored by mentors, preceptors, or clinical faculty as required by the UT Institution or licensing agency. To the extent possible, the clinical or laboratory work site will be geographically located for student convenience. AP will solicit relationships with regional, professional organizations to support clinical- or laboratory-site agreements with UT Institutions.

- 5.4.3.6 Proposer must identify its proposed process for determining the order for implementation of specific classes or degree plans via online education, based on Proposer's knowledge and experience of the suitability of such classes or plans for online implementation.

While AP typically defers to the institution when establishing specific course release order, we will provide guidance based on our extensive experience with partner

institutions. This will be accomplished as a course development schedule aligned with agreed-upon start dates is developed.

- 5.4.3.7 Proposer must identify its ability to assist in the development and support of online courses suitable for areas and locations outside of a UT Institution's traditional vicinity (e.g., throughout Texas and the other U.S. states, as well as internationally.)

AP will assist UT Institutions in their efforts to be compliant with known Texas and other state rules and regulations regarding the delivery of online courses. This support will apply to requirements set forth by state, regional or specialized accreditation, and federal agencies. AP's compliance specialist is fully committed to helping partner institutions obtain out-of-state operating authority with regard to online courses.

Based on the marketing strategy, enrollment goals and the aforementioned state compliance, AP will develop an appropriate marketing and recruiting strategy that may include field sales and national online marketing.

- 5.4.3.8 Proposer must identify the assistance it offers to provide to the UT Institutions in determining the prices and fees that the Institution charges for the various online courses and degree plans offered under an online education program. For example, each Proposer must address how it proposes to assist the UT Institutions in developing a complete, total up-front student "package price" for all classes required to complete a degree under the Comprehensive Services Approach (ref. **Section 5.4.9** below.)

AP regularly performs market research and competitive analysis for specific degree programs. AP will share that research on an ongoing basis so that the university can determine the appropriate tuition.

5.4.4 Professional Development

- 5.4.4.1 Proposer must describe how Proposer proposes to have its personnel interact with (i) UT Institutional faculty for training on the Institution's LMS/CMS and (ii) UT Institutional staff in order to conduct involved, detailed training focused on interaction with Proposer's Systems. Specifically, Proposer must identify the processes and approaches it uses to train and assist faculty members in converting and tailoring their courses for online and accelerated learning approaches.

AP will conduct professional development that includes, but is not limited to, training on course design and structure, planning online components, and creating grading rubrics. While the training will be LMS agnostic, for UT Institutions that elect to use the Epic LMS, faculty will receive training specific to that platform, including authoring tasks, use of electronic grade book, and course delivery functions such as discussion boards, assignment submission, and assessment data analysis. AP will also host a comprehensive website that provides guidance on the course design, development, and delivery that can be accessed by faculty at any time convenient to them.

- 5.4.4.2 Proposer must identify the support that it proposes to provide to a UT Institution in the area of academic advising for that Institution's online education programs.

Academic advising of students is typically, and appropriately, carried out by university academic advisors, in part because it often entails student-specific problems related to academic standing and financial aid, issues that are solely addressed by university staff. AP will, however, support the academic advising function by communicating application, registration, and program completion requirements to the students as directed by the UT Institution and by frequent contacts with students once they have enrolled and are taking courses.

5.4.5 Recruiting/Marketing

- 5.4.5.1 Proposer must identify its capabilities and actual experience and expertise in marketing online education programs and in recruiting prospective students for such programs. In doing so, Proposer must address its ability to recruit and market online education programs outside a UT Institution's traditional student base (e.g., recruitment and marketing throughout Texas, the U.S., and internationally.) This should include the Proposer's provision of assistance to students through all phases of recruitment up to and including matriculation as well as support of a student's continuation in such a program (e.g., support in enrollment services.)

AP has an outstanding track record in marketing online programs and recruiting students both inside and outside an institution's traditional student base. Marketing strategies that have been implemented with current university partners and will be implemented at UT Institutions include employer-based affinity partnerships, field recruitment, and comprehensive web marketing. AP currently has relationships with over 1,000 school districts, 500 hospital systems, and hundreds of corporations. AP will market UT Institution programs using similar (1) employer-based partnerships using field recruiters and virtual information sessions, (2) online marketing including search engine marketing and optimization, (3) social media marketing and (4) direct email campaigns. AP will also develop websites and landing pages to promote UT Institution programs and use search engine optimization processes to optimize the websites' outreach to prospective students.

Once a lead is generated and registered in the CRM, AP's enrollment specialists become the primary point of contact to convert the leads to applicants for the specific programs. Once all documents are submitted by the prospective student, the university has sole responsibility to accept or reject the applicant based on its standards. Once the student is admitted, AP will then contact the student to ensure that the student registers and pays for the courses. Thereafter, AP student success specialists will engage with students to ensure their progression through the program.

AP helps many state universities attract students outside their traditional student base. In each case, the institution's online programs have grown substantially and in many

cases are now recognized both regionally and nationally. Over 30,000 students have been recruited and admitted into our partner degree programs over the last four years.

- 5.4.5.2 Proposer must identify the services it will provide to contact and assist both students enrolled in, and prospective students considering enrollment in, a UT Institution's online education programs. Such assistance includes aiding such prospective students in making and submitting applications, providing required information (e.g., transcripts), tracking application progress, completing financial aid applications, and registering for classes.

AP will assign staff to each institution to perform all of the tasks referenced above. They will help inform students about the UT Institution's programs and guide them through the application process. These individuals, all of whom will become knowledgeable of the UT Institution's programs and practices, will work with potential students to help them assemble a comprehensive application package and, following enrollment, will continue to communicate with and support students' progress up to graduation.

- 5.4.5.3 Proposer must identify any firms or entities with which Proposer has agreements or made arrangements in support of its recruiting and marketing of online education services that Proposer offers to make available for use by the UT Institutions. Specifically, Proposer must address how it would leverage the relationships it currently has with employers, community college systems, the U.S. military, and other organizations that may sponsor prospective students in a UT Institution's online education program or otherwise promote such a program to prospective students. Furthermore, Proposer must indicate how it proposes to establish new relationships with such firms or entities in order to market and promote a UT Institution's online education program.

AP has relationships with over 1,000 school districts across the country. Teachers and administrators in those districts are potential students for online degrees in education. AP has built relationships with over 500 hospital systems on behalf of our university partners. Nurses and other professionals in those hospitals are prospective students in our partner institutions' health programs. AP has expertise in building partnerships between community colleges and universities where community college graduates move seamlessly into upper level programs leading to four-year degrees. AP has relationships with hundreds of corporations, many of which are multinationals, and markets our partner institutions' programs to their employees and their families. A similar model will be utilized to market and recruit qualified students for the UT Institutions.

- 5.4.5.4 Proposer should identify its capabilities for conducting advertising and promotion of a UT Institution's online education programs (e.g. television, radio, direct marketing, social media and other online activities), as well as the types of advertising and promotion that Proposer, based on its experience, recommends as being the most advantageous for online education services.

AP will work jointly with the UT Institution to evaluate the value proposition for advertising and promoting online education programs through various marketing channels. AP has found that the web-based marketing medium is the most advantageous for online education programs. Accordingly, depending on the enrolment objectives of the university, AP employs a variety of web-based strategies for expanding the UT Institution's brand reach and recruit students outside of its traditional region. AP will develop websites for each UT Institution's programs and deploy search engine optimization on these websites to obtain high visibility from an organic search standpoint. AP will supplement these efforts by employing search engine marketing efforts through paid listings on Google, MSN, Yahoo, etc. AP will develop banner ads for web pages relevant to the nature of the institution's program. It will also use social media tools such as Facebook and LinkedIn to target and reach prospective applicants.

- 5.4.5.5 Proposer must describe its proposed approach for developing and implementing a recruiting/marketing plan for a UT Institution's online education program. In doing so, Proposer must identify the UT Institution's involvement in such development and implementation - for example, identification of the persons at the UT Institution whom the Proposer recommends for involvement in such activities. Furthermore, Proposer must identify the metrics that it proposes to use to measure the effectiveness of such a plan.

AP will work closely with the UT Institution's designated marketing leader to develop comprehensive messaging for the degrees represented. All websites, print collateral, and other marketing campaigns developed by AP will be approved by the UT Institution's designated marketing leader before it is made public. AP and the UT Institution will agree on an enrollment goal and the appropriate metrics. Refer to Appendix 1, Section 3.2.4.

- 5.4.5.6 Proposer must identify how it proposes to identify specific groups or markets to which its recruiting/marketing activities will be targeted.

AP is very knowledgeable of the markets for specific degree. AP relies on that knowledge, works closely with the UT Institution marketing leader, and will also conduct market research specific to the UT Institution and program, then devise and employ marketing and recruiting strategies based upon those findings.

- 5.4.5.7 Proposer must demonstrate its ability to effectively market, advertise, and recruit students for online courses of varying length.

AP has, through its current partner institutions, demonstrated its ability to effectively market, advertise, and recruit students for online courses of varying lengths. We currently market courses with durations of varying length, although a vast majority range between five to eight weeks. Please refer to section 5.2.4 for additional information on AP's ability to market effectively, advertise and recruit students for online courses.

- 5.4.5.8 Proposer must identify its process for ensuring that all recruiting/marketing/advertising that it performs is in accordance with all applicable laws and regulations.

AP's management team is well versed in applicable laws and regulations impacting its work. Those team members will conduct pertinent training for all AP staff assigned to the UT Institution to ensure full compliance. Management will also monitor staff to ensure that they honor laws and regulations that apply to their relationships with students.

- 5.4.5.9 Proposer must identify its capabilities to expand a UT Institution's course offerings to other U. S. states. In doing so, Proposer must identify its ability to comply with applicable federal and state laws, rules, and regulations concerning out-of-state online education services.

As referenced in 5.4.3.7, AP has extensive experience facilitating growth for a UT Institution's programs in other states. AP will assist the UT Institution to obtain approval for delivering its online coursework/programs in those states. AP will provide UT Institutions with access to our compliance specialist who will provide advice on and help in preparing materials that individual states require be filed as part of the approval process.

- 5.4.5.10 Please note that the University's intent in procuring such recruiting/marketing services is not merely to engage the services of an advertising agency, but instead to engage Contractors with the ability to build relationships with external organizations that will encourage and support prospective students to enroll in and complete online education courses and degrees, as well as assist such students in doing so. Therefore, it is desired that Proposers keep these objectives in mind in responding to this RFP.

AP acknowledges and agrees. Our history and experience are testament to this objective.

5.4.6 Financial Terms

- 5.4.6.1 Proposer must provide a plan of financing and pricing model(s) for the implementation and operation of online education services at the UT Institutions. Specifically, Proposer should address its ability to finance the up-front implementation and operation costs for a UT Institution's online education program, as well as Proposer's proposed approach for its recovery of those up-front costs.

Historically, AP has provided bundled services for its institutional partners, including:

- assistance with online instructional design,
- faculty training on how to transform their courses to an online format,
- provision of Epic LMS, our proprietary technology platform,
- recruitment of qualified students that increase program enrollments, and
- retention services that supplement the institution partners' efforts aimed at retaining students to graduation.

All of our contracts are structured such that AP makes significant investments in technology, additional employees and marketing expenditures before any revenue is collected. We recover those investments through a revenue model based on a tuition

sharing arrangement. Historically, we have not provided any upfront money to a university partner, as their upfront incremental investment is relatively minor. While AP can describe our general financial terms and structure, each contract has been individually negotiated with our partners. Since AP provides these services for a wide variety of degree programs that have a wide range of tuition, it is not possible to provide a single, standard pricing structure. For example, providing services for programs that cost as little as \$3,300 and as much as \$30,000 and presents significantly different challenges for both AP and the institutions seeking our services. Our pricing structure for any given institution thus varies as a function of the following variables:

- the number of degree programs we are serving at an individual university,
- the estimated market demand for the program(s),
- the length of time to complete the program(s),
- the tuition for the programs in-state and out-of-state,
- the amount of time required to support faculty during program development (depending on their level of experience).

Generally speaking, we propose a tuition sharing arrangement of 50% to AP and 50% to the UT Institution, with a minimum revenue potential of \$4,300 per complete degree program. This tuition sharing arrangement excludes typical student fees and state appropriations. It is important to note that we are compensated on a course-by-course basis, meaning that if we provide all of the above services, but a student completes just one course of a 12-course program and drops out, then AP will receive only 1/12th of the revenue potential.

- 5.4.6.2 Proposer must identify its experience and expertise in assisting institutions of higher education in complying with state and federal financial aid regulations as they relate to short courses, sequential courses, and online courses.

AP will work with its UT Institution partners to adhere to state and federal financial regulations that pertain to short courses, sequential courses, and online courses. In that regard, AP will assist the UT Institution to deliver courses and programs that are the same or better quality as those delivered in the traditional classroom setting. The UT Institution will share in this task as its faculty will have total control over the content, quality and length of its online courses.

AP is mindful of the standards set forth by the Texas Higher Education Coordinating Board regarding the award of academic credit and will work with the UT Institution to ensure that those guidelines are met. Academic decisions relating to program sequencing, prerequisites, and content will remain with the UT Institution. During the program implementation phase, guidelines delineating the roles and responsibilities of the UT Institution and AP in this regard will be developed and subsequently referenced and used to ensure the required compliance.

- 5.4.6.3 Proposer must identify the financial investments that a UT Institution will be required to make if it pursues online education services using Proposer's Services. In doing so, Proposer must identify, based on its experience, when a UT Institution should anticipate recovery of such investments based on its use of Proposer's Services.

While the UT Institution is not required to compensate AP upfront for any of the services, the UT Institution will be required to make some internal investments as the programs are developed and grow. Examples of these investments include:

- academic/faculty support to convert their course content to an online format,
- instruction time of faculty members,
- teaching assistants or coaches,
- if the university does not elect to use Epic, it will bear the expense of licensing and supporting another LMS, and
- incremental administrative resources in financial aid, bursar, admissions, student advising and system integration

The time to recovery of these costs will depend on the variables cited in paragraph 5.4.6.1.

- 5.4.6.4 In its proposal, Proposer must address how its own financial status and condition makes it suitable to provide the financing solutions it proposes. In addition, if Proposer identifies its ability to finance the up-front implementation and operation costs for a UT Institution's online education program as provided in **Section 5.4.6.1** above, then Proposer should, as applicable, include in the customer reference list required as set forth in **Section 3.1.7** of **APPENDIX ONE** those organizations for whom Proposer has provided such financing and describe how Proposer arranged and implemented such financing for those organizations.

Since 2007, AP and its predecessor (Higher Ed Holdings) have provided services comparable to those proposed in this RFP to a number of state universities. AP currently provides such services to 12 state universities and expects that number to increase substantially by the end of 2011.

AP is financially sound and will be debt-free by August 31, 2011. AP, if needed, has access to significant equity (from its strong investor base) and debt capital, including an unused bank line of credit for \$5 million.

All of our university contracts have a similar structure, which requires no upfront investment by the university to fund AP efforts. AP has a proven record of delivering all of the services outlined in this proposal, and has done so using our own financial resources. Now that AP has many institutional clients in their second or third contract year with us, we have a steady base of business that will also help us to fund new business resulting from this proposal.

5.4.7 Instructional Support

- 5.4.7.1 Proposer must identify its experience and expertise in providing instructional assistants in the course of online education courses and programs. Proposer must identify its process for engaging, training, and monitoring the performance of such assistants. Proposer must identify how it determines the qualifications for such instructional assistants. Proposer must also identify the hours that such instructional assistants

will be available (i.e., 8 a.m. to 6 p.m. CST.)

As explained in section 5.2.6, AP does not provide instructional support services. We believe as the party marketing an institution's programs and sharing tuition for those efforts, there should be clear separation between the recruiting function and instructional support services. We do acknowledge the importance of such services. There are third-party instructional suppliers that can meet the demand for such services.

- 5.4.7.2 Proposer must identify its ability to provide such assistants from locations other than only those from the local area particular to a UT Institution.

As indicated in the response to paragraph 5.4.7.1, AP does not provide instructional support services. See also, section 5.2.6.

- 5.4.7.3 Proposer must identify its ability to provide instructional support for online education in languages other than English.

AP has the capability to assist UT Institutions develop their programs in languages other than English. Epic LMS will accommodate other languages.

- 5.4.7.4 Proposer must describe its proposed efforts to ensure that, once enrolled in an online class or degree program, students are provided essential support not only with individual classes, but also with overall progress throughout their degree plan and in degree accomplishment. For example, Proposer must identify its process for ensuring student retention in a UT Institution's online education program, such as

- a. helping students who are having academic difficulties find institutional support services,
- b. helping students meet registration deadlines, and
- c. checking on and assisting students who appear to have dropped out of online classes or participating in an online degree program.

AP's has staff members will guide and support students until they reach graduation. This guidance includes, but is not limited to, ongoing registration and payment reminders, technical assistance, and attendance checks. If a student is inactive, or dropped from their course, the Student Support Services staff will provide consistent communication to re-engage the student into their degree program. Additionally, if any student (either active or inactive) encounters any academic or instructional difficulties, the Student Support staff provides information to the appropriate university staff, faculty, department chair or dean for their intervention. This ongoing collaboration between Student Support and the UT Institution ensures high retention and student satisfaction.

5.4.8 Menu-Based Services Approach

The University's preference under this approach is for each Contractor to establish a standardized approach under which the UT Institutions can easily identify the various Services options that are available, including pricing, and select from amongst those options to readily create a customized Order for those options. Therefore, each Proposer must identify the processes and procedures that it offers to put into place to make this menu-based approach available. In addition, each Proposer must identify applicable discounts or other benefits that it offers to the UT Institutions when purchasing under this approach (discounts for multiple Services selected.)

As described in Sections 5.3.3 and 6, AP is willing to offer its services under this approach.

5.4.9 Comprehensive Services Approach

The University's preference is to provide online education services under this approach that establish a complete, total up-front student "package price" for all classes required to complete a degree. Each Proposer proposing this approach must identify its capabilities and processes for establishing comprehensive online education services that implement such a "package price". In particular, such a Proposer must address (1) how it calculates all of the costs and determines all of the requirements for providing online education degrees so that Proposer can commit to such package price and (2) its proposed approach for financing the initial costs of such an approach and for recovery of such costs during the period of time during which a student obtains a degree for which a package price is charged.

As described in Sections 5.3.3 and 6, AP is willing to offer its services under this approach.

TAB A



Academic Partnerships

Partner Communication Plan

April 14, 2011

Partner Communication Plan

The following document describes events that will trigger communication with our university partners. Within each scenario, a summary is given and the targeted communication audience, timeline, and communication steps are identified.

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Scheduled Release Notification

Scheduled Release Notification

Summary: Notification of scheduled Epic LMS upgrades with summary of enhancements and release date (pre-release notes)

Audience

Program Leadership	Program Users	Academic Partnerships
Deans and Department Chairs	Faculty members	AP Curriculum Support
Program Directors and Coordinators	Instructional Connections	AP Faculty and Student Support
Administrative Support Staff		AP Enrollment Services
Department Technical Contacts (if applicable)		AP Partner Integrations Services
		AP Marketing

Timeline

A minimum of 48 hours prior to release

Steps

1. Technology Team provides announcement and pre-release notes to Curriculum Support Services, Faculty and Student Support Services, and Instructional Connections.
2. AP Curriculum Support Services notifies program leadership and faculty of scheduled release, and includes pre-release notes, Faculty Support contact information, and information regarding training/information webinars.
3. Instructional Connections notifies coordinating coaches, lead coaches, and academic coaches.
4. Internal communication sent to all AP support teams.

Release Notification

Release Notification

Summary: Notification of actual Epic LMS upgrades with summary of enhancements and release date

Audience

Program Leadership	Program Users	Academic Partnerships
Deans and Department Chairs	Faculty members	AP Curriculum Support Services
Program Directors and Coordinators	Instructional Connections	AP Faculty and Student Support
Administrative Support Staff		AP Enrollment Services
Department Technical Contacts (if applicable)		AP Partner Integration Services
		AP Marketing

Timeline

Concurrent with release of enhancement

Steps

1. Technology Team provides announcement and release notes to Curriculum Support Services, Faculty and Student Support Services, and Instructional Connections.
2. AP Curriculum Support Services notifies program leadership and faculty of scheduled release, and includes release notes, Faculty Support contact information, and information regarding training and information webinars.
3. Instructional Connections notifies coordinating coaches, lead coaches, and academic coaches.
4. Internal communication sent to all AP support teams.

Unplanned Release Notification

Unplanned Release Notification

Summary: Notification of Epic LMS patch that addresses technical issue with summary of resolution (bug fix)

Audience

Program Leadership	Program Users	Academic Partnerships
Deans and Department Chairs	Faculty members	AP Curriculum Support Services
Program Directors and Coordinators	Instructional Connections	AP Faculty and Student Support
Administrative Support Staff		AP Enrollment Services
Department Technical Contacts (if applicable)		AP Partner Integration Services
		AP Marketing

Timeline

Concurrent with release of enhancement

Steps

1. Technology Team provides announcement and release notes to Curriculum Support Services, Faculty and Student Support Services, and Instructional Connections.
2. AP Curriculum Support Services notifies program leadership and faculty of release, and includes release notes and Faculty Support contact information.
3. Instructional Connections notifies coordinating coaches, lead coaches, and academic coaches.
4. Internal communication sent to all AP support teams.

General Release Notification

General Release Notification

Summary: Notification of Epic LMS general release (as represented by change in the version number)

Audience

Program Leadership	Program Users	Academic Partnerships
Deans and Department Chairs Program Directors and Coordinators Administrative Support Staff Department Technical Contacts (if applicable)	Faculty members Instructional Connections	AP Curriculum Support Services AP Faculty and Student Support AP Enrollment Services AP Partner Integration Services AP Marketing AP Executive Leadership
Partner Executive Leadership		
Provosts Deans Chairs VPs Other School Executives (as applicable)		

Timeline

Concurrent with general release

Steps

1. Technology Team provides announcement and release notes to Curriculum Support Services, Faculty and Student Support Services, and Instructional Connections.
2. AP Executive Leadership notifies Partner Executive Leadership with executive summary of product release and enhancements.
3. AP Curriculum Support Services notifies program leadership and faculty of scheduled release, and includes release notes, contact information, and information regarding training and information webinars.

4. Technology Team notifies partner technology groups of scheduled release, and includes release notes and contact information.
5. Epic Administrators post announcement into the Epic LMS at the Domain Level for each partner notifying all users of the product release.
6. Instructional Connections notifies coordinating coaches, lead coaches, and academic coaches.
7. Internal communication sent to all AP support teams.

Planned Outage

Planned Outage

Summary: Scheduled outage for System Maintenance and/or upgrade

Audience

Program Users		
Faculty members		
Students and Coaches		
Instructional Connections		

Timeline

Scheduled outages will be performed at these times: Saturday evenings from 8 PM – midnight.

Steps

1. Technology Team provides announcement and release notes to Curriculum Support Services, Faculty and Student Support Services, and Instructional Connections.
2. Instructional Connections notifies coordinating coaches, lead coaches, and academic coaches.
3. Internal communication sent to all AP support teams.

Unplanned Outage

Unplanned Outage

Summary: System Outage and/or Network Failure. This refers to any event that prevents students or faculty from accessing or connecting to the Epic LMS system (e.g., wide-spread virus, Internet outages, inclement weather, etc.).

Audience

Program Leadership	Program Users	Academic Partnerships
Deans & Department Chairs	Faculty members	AP Curriculum Support Services
Program Directors and Coordinators	Instructional Connections	AP Faculty & Student Support
Administrative Support Staff		AP Enrollment Services
Department Technical Contacts (if applicable)		AP Partner Integration Services
		AP Marketing
Partner Executive Leadership		
Provosts Deans Chairs VPs Other School Executives (as applicable)		

Timeline

Immediately during and immediately following conclusion of event

Steps During Event

1. Faculty and Student Support Services reports system outage to Technology Team. Technology Team verifies event.
2. Depending on circumstances, Faculty and Student Support Services places message on incoming toll-free support numbers to notify inbound callers of outage.
3. AP notifies all internal personnel and departments.

4. Technology Team notifies partner technology groups.
5. During event, Technology Team provides announcement to Curriculum Support Services, Faculty and Student Support Services, and Instructional Connections.
6. Epic Administrators post notification into the Epic LMS at the Domain Level for each partner during or immediately after the conclusion of the outage.
7. Instructional Connections notifies coordinating coaches, lead coaches, and academic coaches.

Steps Following Event

1. After event, Technology Team provides announcement to Curriculum Support Services Team, Faculty and Student Support Services, and Instructional Connections.
2. AP Executives will notify Partner Executive Leadership team with executive notification.
3. AP Curriculum Support Services will notify program leadership and faculty.
4. Technology Team notifies partner technology groups.
5. Epic Administrators post notification into the Epic LMS at the Domain Level for each partner during or immediately after the conclusion of the outage.
6. Instructional Connections notifies coordinating coaches, lead coaches, and academic coaches.



Academic Partnerships

Epic Learning Management System (Player and Web)

Testing and Deployment Plan

April 14, 2011

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SUMMARY

The purpose of this document is to provide a consistent testing process for upgrades, enhancements and bug fixes for the Epic Learning Management System Player, Web Version, and Epic Authoring System. Here are the steps that are followed for each enhancement or bug fix:

1. Develop and test in a development environment.
2. The tested code is then moved to a Quality Assurance (QA) environment and retested.
3. When the code successfully passes the QA test it is moved to a stage environment and retested.
4. Training is conducted for new features
5. At the designated time, the code is released to production.
6. Final testing is completed in production.
7. After release, any issues are compiled to determine priorities for correction and or future enhancement.

1.0 OBJECTIVES AND TASKS

Objectives

The objective of this section is to define a consistent method for testing all LMS candidate release builds.

Tasks

1. When the development team has a release candidate, code is compiled and placed on the QA servers for testing. New feature and regression testing is completed using the Epic LMS Testing checklist provided in this document.
2. New application features are added to the checklist for future testing.
3. When the testing has been completed and approved, release candidate code is moved to stage server for a test against production data. We use test courses on our production server to ensure partner data integrity and that there is no risk to current partner environments.
4. Pre-Release notes are sent according the corporate communications plan at least 48 hours prior to release.
5. Application is pushed to production servers as scheduled (typically early morning) and Final Testing is conducted on the production servers.
6. Epic Player updates are posted to <http://www.epiclms.com> support site for distribution.
7. Release notes are sent according to the Academic Partnerships corporate communications plan.

2.0 SCOPE

General

This document describes in detail which components of the Epic System are being tested including a detailed checklist of items that need to be confirmed for regression testing purposes.

Tactics

The business owner for new feature(s) will be involved in the new feature testing of the product. He or she will also be involved in the QA testing process to ensure the new features are functional and that they meet the design specifications and expectations.

3.0 TESTING STRATEGY

Major Testing Categories include:

- Testing client installation process to ensure that students and teachers have no issues that will affect their current courses
- Testing new features, enhancements and bug fixes
- Epic Player student experience
- Epic Player teacher experience
- Epic Web student experience
- Epic Web Admin tool
- Epic Authoring tool

Participants:

Testing will be conducted by Academic Partnerships' Development team, IT QA Team, Professional Services, and the requesting business unit. Each person testing will document items tested and any issues encountered.

Methodology:

Unit testing is conducted by following the steps in each section to make sure the student/faculty experience is positive.

New Feature, Enhancements and Bug Fix Testing

1. All new features that are listed in the QA build notes are tested in this stage to make sure they function and perform as expected.
2. New features are added to the regression checklists below for future releases.

Epic Player Client Installation Detail

1. Upgrade from prior client without error
2. Retention of current course material and settings
3. Ability to create new profile
 - a. Auto-set DLAP server in configuration
4. Manual configurations of DLAP / Cache server
 - a. Test button and ability to log on access courses
5. Instructions on web are updated if needed and are accurate

Epic Player Instructor Experience

1. Ensure faculty/coaches have full access to the courses view on the Epic Player.
2. Ensure the gradebook opens and displays as expected.
3. Ensure faculty/coaches have the ability to modify Gradebook settings in the course:
 - a. Allow multiple submissions
 - b. Manually override student grades
4. Grade assignments
5. Grade discussion posts
6. Allow additional submissions
7. Export Gradebook
8. Grade exams
9. Add / Drop students from Section

Epic Web / Epic Player Experience

1. Access EPIC
2. View course(s)
3. Discussion boards
 - a. Export discussions boards
 - b. Attach file to discussion board
 - c. Expand & collapse discussion board
4. Submit assignment
5. File size restrictions
6. Take exam
7. Check time settings
10. Exam score submission
11. Return auto graded assignments
12. Reset password (Web Only)
13. Modify account settings (Epic Player Only)

Epic Web Admin Tool

1. Access domain admin
2. Create domain
3. Create user
4. Create course
5. Create section
6. Create enrollment
7. Run reports:
 - a. Master enrollment & activity report
 - b. Section gradebook report (both locations)
 - c. Users by domain report
8. Batch Enroll:
 - a. Sections (add , delete, modify)
 - b. Users (add , delete, modify)
 - c. Enrollments (add , delete, modify)
9. Custom domain branding settings

Epic Authoring Tool

1. Create course
2. Gradebook
 - a. Gradebook settings
 - b. Gradebook dates
3. Rubric setup
4. Uploads
 - a. Audio files
 - b. Video files
 - c. PowerPoint documents
5. Video sync
6. Exams
 - a. Settings
 - b. Import exams
7. Input course objectives

Multi Browser, OS and Language Support

1. We continually test new browsers for compatibility. All features of the applications are tested from multiple browsers:
 - a. Microsoft IE 7 for Windows
 - b. Microsoft IE 8 for Windows
 - c. Mozilla Firefox for Windows
 - d. Google Chrome for Windows
 - e. Mozilla Firefox for Mac OS
 - f. Safari for Mac OS
 - g. Google Chrome for Mac OS
2. These are the OS versions that Epic client supports:
 - a. Microsoft XP SP 2 or greater
 - b. Microsoft Vista
 - c. Microsoft Windows 7
3. Additional Language support:
 - a. Spanish
 - b. Portuguese

4.0 Beta Testing

Participants: In each build, we will determine if there is a subset of students or teachers (or other group) that we want to use in a limited distribution. This only applies to the Epic Player as web server changes are global.

Methodology: For limited distribution beta testing of the Epic Player the install code will be placed on EpicLMS.com. In addition to our production release code, links will be sent to individuals involved in the beta testing program to download the new code.

New students and teachers not included in the beta testing plan will continue to download the current production code.

This method will also be used for production release code that is for specific partners allowing us to release new code with a limited distribution.

5.0 HARDWARE & SYSTEM REQUIREMENTS

Epic Player System Requirements

OS:

- Microsoft Windows XP SP 2
- Microsoft Vista
- Microsoft Windows 7

Processor:

- Any processor 1.2GHz or faster for optimal performance

Memory:

- Min 512MB for Windows XP 1Gb for Vista or Windows 7

HDD:

- A least 5GB free hard drive space for typical course load

Display:

- Min resolution of 1024 x 768 is required to view courses

Audio:

- Soundcard with speakers or headphones required to hear audio in the courses

Printer:

- (Optional) Any Windows supported printer

Internet:

- Must have broadband Internet.

Additional Software:

- Adobe Flash Player 9 or later
- Adobe Reader
- Microsoft Office 2003 (or newer) or Sun Open Office may be required for some assignments.
- Current anti-virus software; up-to-date virus definitions

Systems NOT Supported by the Epic Player

- Apple Mac OS
- Linux
- Windows ME, 2000, 98, 95 or DO

Epic Player System Requirements

Internet browser:

- Any current Flash-compliant browser (e.g. Internet Explorer, Firefox, Safari)

Memory:

- Min 512MB (1GB preferred)

Display:

- Min resolution of 1024 x 768 is required to view courses

Audio:

- Soundcard with speakers or headphones required to hear audio in the courses

Printer:

- (Optional) Any Windows supported printer

Internet:

- Must have broadband Internet available at all times while accessing the course.

Additional Software:

- Adobe Flash Player 9 or later
- Adobe Reader
- Microsoft Office 2003 (or newer) or Sun Open Office may be required for some assignments.
- Current anti-virus software; up-to-date virus definitions

6.0 TEST SCHEDULE

Complete regression testing will be done at three levels after development testing is complete. As defined in this document, testing begins as soon as code is released to the QA server environment and will follow the timeline listed below:

- Release candidate code is placed on QA server
- Testing checklist is followed as defined in section 3.0 of this document
- When testing is complete with no errors, code is moved to staging servers
- Applications are again tested on the stage server using production data
- When testing is complete on stage server, pre-release notes are created, approved, and sent in accordance with the Partner Communication Plan
- Change control form is filled out on SharePoint to schedule the production push
- Release notes are created and approved
- Production code is backed up for a restore point right before new code push
- Code is pushed to the production environment as scheduled
- Final testing in the production environment is completed
- Release notes are sent in accordance with the Partner Communication Plan

During the testing process any failure is documented and reported to the Development Team and IT management where they assess the severity of the issue and determine if it requires an immediate fix. For those items that require a fix before release the entire process outlined in section 6.0 is repeated.

7.0 RESOURCES/ROLES & RESPONSIBILITIES

Testing responsibilities can vary for each build but at a minimum, the application will be tested by Academic Partnerships' Development Team, QA Team, Curriculum Support Services Team, and business owners to test the specific changes. Additional testing resources may also be assigned from the Student Support Team.

8.0 SCHEDULES

Major Deliverables

Test and release schedules will vary and will be communicated with the parties involved in the testing process throughout. Schedules will be clearly documented on the testing checklist, the communications schedule, and on change control forms.

9.0 SIGNIFICANTLY IMPACTED DEPARTMENTS (SIDs)

During the production release process everyone who accesses Epic has the potential to be impacted by failures or outages. If these failures occur, the Partner Communication Plan is used to inform partners, faculty, and students.

10.0 DEPENDENCIES

Some special Epic enhancements may require dependencies such as special course features that are added to QA courses to effectively test all components. If while testing we determine that additional course work is required, a sample course containing the items needed to test all new features will be created and utilized.

11.0 RISKS/ASSUMPTIONS

We assume that the courses used for testing at all levels represent the majority of situations and examples of live courses. Some courses may contain special features that will not be tested unless we are made aware of the need before testing begins. This is rare and is not seen as a huge risk.

12.0 TOOLS

Academic Partnerships' corporate SharePoint is used to track QA testing as well as Change Control Forms. Kayako ticket system is used to document and track application bugs, enhancement requests, and build release notes.

TAB B



Data File Transfer

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Academic Partnerships Data File Transfer

Overview

Data communication is an important part of Academic Partnership's continued commitment to support and grow online degree programs in higher education. This communication channel facilitates the matriculation and enrollment of students. Effective communication of this data is the cornerstone to the student success. It is used in matriculation, enrollment, persistence and retention efforts throughout the student's educational career. There are four core components to this data: applicants, students, sections and enrollments. This document outlines the purpose of the data transfer as well as the technical details of how to structure the data.

Purpose

The purpose of the data transfer is, in part, dependent on the university's relationship with Academic Partnerships and not all of these goals will apply to every partner. However in most cases, communicating this information serves five primary purposes:

- Facilitate student matriculation
- Manage student retention
- Manage student persistence
- Monitor program success
- Provide course access to Epic LMS

Concepts

Applicant

The first item in this chain of communication is the applicant data. These are potential students that have applied to the university. The applicant file is the most comprehensive file and reflects all the demographic information about the student as well as their status in the admissions process, required documentation, and other information.

This data feed is ongoing and includes all potential applicants interested in participating in programs managed by Academic Partnerships. Students should be removed from this file once admitted to the university. At this point they are no longer an applicant.

User

Once an applicant is admitted to the university, they become a user. The term User is used because of the dynamic nature of the system. This feed could potentially contain instructors, faculty, assistants or auditors depending on their role. In most cases however, a user is a student that has been admitted and is intending to take classes at the university. Students are uniquely identified by their university student ID. A user's university student ID should be static. If this student ID changes, it could potentially cause subsequent enrollments sent for that user to be viewed as orphans, not associated with anyone, or assigned to the incorrect student.

Another consideration regarding users is their program acceptance status. Even though they have been accepted by the university, they may not have been accepted into a specific program. Since students frequently change majors, their program of record may also change. This describes the difference between university acceptance status and program acceptance status, as well as the importance of the program data itself.

This data feed is ongoing and includes all students currently participating in programs managed by Academic Partnerships. Students should be removed from this file upon graduation or withdrawal from the program.

Section

A section is a specific window of time for which a course is offered, for example ENG 101 spring semester. A section might be broken up by class size, instructor or other business rules. A single English course might be taught by two separate instructors due to a high number of enrollments. This could potentially be two sections, or they might be combined into one logical section. For enrollment purposes, it is important that sections are explicitly matched to their corresponding version of a course. This illustrates the importance of a section unique identifier.

A section unique identifier, or section ID, provides a distinct logical section. If multiple versions of the same course are offered concurrently and students will need to be segregated into these separate sections, a separate section ID will need to be provided for each version.

This data feed is ongoing and includes all sections currently offered for programs managed by Academic Partnerships for the current, previous and next terms.

Enrollment

Last is the enrollment data. This is a representation of a student enrolling in a specific section and describes their role (usually student), status and other key data points regarding the enrollment.

It is important that section and user data are sent prior to sending enrollment data. This provides the proper context in which to create the enrollment. It does not matter which comes first, the user or the section, as long as both are sent them both prior to sending the enrollment.

If a student enrolls in a course, then a new enrollment record is reflecting that they are actively enrolled in the course. If there is a reason that the student should no longer have access to the class, i.e. they drop the course, do not fulfill their financial obligation, etc. then the enrollment status should reflect this.

This data feed is ongoing and includes all enrollments, active and inactive, for programs managed by Academic Partnerships for the current, previous and next terms.

Special Considerations and Formatting

Dates

All dates should be formatted as *MM/DD/YYYY* and do not require time stamps.

Courses

A unique course identifier needs to be sent to separate courses in one program from courses in another. This is because course content can vary from one instructor to another as well as from one program to another. Different versions of a course may be offered for various reasons, so it is important that specific course IDs are included in the section data. This is a freeform value and could be formatted as simply as a combination of subject, class number and program (e.g. MATH-1301-UNDG) or as a unique identifier from the SIS.

Programs

Programs are identified by a “program code”. If the course is not part of a specific program, i.e. it is a core studies course or prerequisite, a default program code should be provided. The program code is freeform and should be consistent with the program codes described in the Academic Partnerships program guidelines.

Sections

Section ID is a unique identifier for a course offering in a specific point in time. If a unique identifier isn't available, such as a primary key from the SIS or other system, then a concatenation of the course number, program and date will act as a surrogate key, e.g. ENGL-1301-EMBA-20110501. This will describe a section without ambiguity for one term. It is important that sections be uniquely identified from sections for the same course or program in other terms or years. The program is necessary because course content can vary from one program to another and from one term to another.

Phone Numbers

Domestic phone numbers should be in AreaCode-Exchange-Suffix format, e.g. 214-332-1324.
International phone numbers should include country codes and do not include special characters.

File Formats

Applicants

```
<?xml version="1.0" encoding="utf-8"?>
<applicants university="university_abbreviation">
    <applicant>
        <studentId></studentId>
        <lastName></lastName>
        <firstName></firstName>
        <middleName></middleName>
        <suffix></suffix>
        <userName></userName>
        <addressLine1></addressLine1>
        <addressLine2></addressLine2>
        <addressLine3></addressLine3>
        <city></city>
        <state></state>
        <postalCode></postalCode>
        <countryCode></countryCode>
        <homePhone></homePhone>
        <workPhone></workPhone>
        <cellPhone></cellPhone>
        <email1></email1>
        <email2></email2>
        <institutionEmail></institutionEmail>
        <expectedStartDate></expectedStartDate>
        <actualStartDate></actualStartDate>
        <firstEnrollmentDate></firstEnrollmentDate>
        <applicationStatus></applicationStatus>
        <appliedDate></appliedDate>
        <applicationFeeStatus></applicationFeeStatus>
        <applicationFeePaidDate></applicationFeePaidDate>
        <institutionAdmittedDate></institutionAdmittedDate>
        <termAdmitted></termAdmitted>
        <programAdmittedDate></programAdmittedDate>
        <programName></programName>
        <programCode></programCode>
        <programReviewStatus></programReviewStatus>
        <programEnrollmentStatus></programEnrollmentStatus>
        <firstPaymentDate></firstPaymentDate>
        <documents>
            <document>
                <name></name>
                <receivedDate></receivedDate>
            </document>
        </documents>
    </applicant>
</applicants>
```

```

</documents>
<partnershipCode></partnershipCode>
<employer></employer>
</applicant>
</applicants>

```

Property	Required	Description
university	Yes	The common university abbreviation.
studentId	Yes	A unique, static identifier for a student that is used to identify a student and match them to their enrollments. This ID should not change throughout the life of the student and should be tied to subsequent student enrollment data.
lastName	Yes	The student's legal last name.
firstName	Yes	The student's legal first name.
middleName	No	The student's legal middle name.
suffix	No	Suffix of the legal name.
userName	Yes	This can be a university issued user name or a separately manufactured user name, but should uniquely describe the student. This is used to resolve discrepancies in studentIds.
addressLine1	Yes	Street and address of the current residence.
addressLine2	Yes	Address line 2 of current residence e.g. apartment number, building number, etc.
addressLine3	Yes	Address line 3 of current residence.
city	Yes	City of current residence.
state	Yes	State of current residence.
postalCode	Yes	Postal code of current residence.
countryCode	Yes	Country code of current residence.
homePhone	Yes	Student's home phone number.
workPhone	No	Student's work phone number
cellPhone	Yes	Student's cell phone number.
email1	Yes	Primary email to for the application process.
email2	No	Secondary email if applicable.
institutionEmail	No	University issued email address.
expectedStartDate	Yes	Start date on student's application.
actualStartDate	No	Date that the first class is taken on.
firstEnrollmentDate	No	The date the student enrolled in their first course (not the date the student's first course starts). This value typically does not change. It may however, if the student enrolls, drops all classes and defers their start for a later time.
applicationStatus	Yes	A code denoting the status of the application, e.g. In Progress, Applied, Admitted, Denied, Pending, etc.
appliedDate	Yes	The date the student's application was submitted.
applicationFeeStatus	Yes	The status of application fee payment.
applicationFeePaidDate	No	The date the application fee was paid.
institutionAdmittedDate	No	The date the student was admitted to the university.
termAdmitted	No	The term the student was admitted.

programAdmittedDate	No	The date the student was admitted to the program. If not a two-step admission process, this is the same date as institutionAdmittedDate.
programName	No	The name of academic degree program.
programCode	No	A code that uniquely identifies the degree program the student is applying for.
programReviewStatus	No	The application status for a particular program (if applicable).
programEnrollmentStatus	No	The status of the student's participation or enrollment in a particular program.
firstPaymentDate	No	The date the first payment was received.
documents	No	Container node for other required documentation. This includes TOEFL scores, transcripts, teaching certifications, essays, letters of reference, etc. All required documents should be accounted for in this list.
name	No	The name of the document.
receivedDate	No	The date the document was received. If the document has not been received, this will be blank.
partnershipCode	No	A code that signifies the student's relationship to a partner institution.
employer	No	The student's current employer.

Users

```
<?xml version="1.0" encoding="utf-8"?>
<users university="university_abbreviation">
  <user>
    <firstName></firstName>
    <lastName></lastName>
    <studentId></studentId>
    <email1></email1>
    <email2></email2>
    <program></program>
    <status></status>
    <userName></userName>
    <password></password>
  </user>
</users>
```

Property	Required	Description
university	Yes	The common university abbreviation
firstName	Yes	The user's first name.
lastName	Yes	The user's last name.
studentId	Yes	A unique, static identifier for a student that is used to identify a user and match them to their enrollments.
email1	Yes	The email address issued by the university.
email2	No	The student's non-university email address
program	Yes	A program code that associates a student with the college or program they are enrolled in.
status	Yes	A status code that states whether or not a student has

		been accepted into the program to which they are applying. This is not the university acceptance status due to the fact that existing students can and do switch programs. Some examples might be "admitted", "pending", etc.
userName	Yes*	The username provided for the user's login to the LMS system. This can be a university issued user name or a separately manufactured user name.
password	No	The password the student will use to login to the LMS. This can be a university issued password for Epic only, not any university system, or a separately manufactured one.

* Only required for Epic LMS users

Sections

```
<?xml version="1.0" encoding="utf-8"?>
<sections university="university_abbreviation">
  <section>
    <sectionId></sectionId>
    <courseId></courseId>
    <title></title>
    <term></term>
    <startDate></startDate>
    <endDate></endDate>
    <program></program>
    <instructors>
      <instructor>
        <firstName></firstName>
        <lastName></lastName>
        <userId></userId>
      </instructor>
    </instructors>
  </section>
</sections>
```

Property	Required	Description
university	Yes	The common university abbreviation
sectionId	Yes	A logical section ID uniquely defining a course offered for a given period of time.
courseId	Yes	A higher order identifier that uniquely describes a course.
title	Yes	The description of the course, e.g. "Technical Writing"
term	Yes	Code representing timeframe of the course (e.g. Summer 2010)
program	Yes	The program the course belongs to.
startDate	Yes	The date the section begins on.
endDate	Yes	The date the section ends on.
firstName	Yes	The first name of the instructor
lastName	Yes	The last name of the instructor

userId	No*	University ID of the instructor taking the course.
---------------	-----	--

* Only required if instructor enrollment will be automated

Enrollments

```
<?xml version="1.0" encoding="utf-8"?>
<enrollments university="university_abbreviation">
    <enrollment>
        <sectionId></sectionId>
        <courseTitle></courseTitle>
        <courseId></courseId>
        <enrollmentId></enrollmentId>
        <studentId></studentId>
        <startDate></startDate>
        <endDate></endDate>
        <role></role>
        <status></status>
        <program></program>
        <lastLogin></lastLogin>
        <timeSpent></timeSpent>
        <courseSuccess></courseSuccess>
    </enrollment>
</enrollments>
```

Property	Required	Description
university	Yes	The common university abbreviation
sectionId	Yes	A logical section ID uniquely defining a course offered for a given period of time.
courseld	Yes	A higher order identifier that uniquely describes a course.
enrollmentId	Yes	An ID that uniquely describes the enrollment. This could be manufactured or exported from the SIS.
studentId	Yes	A unique, static identifier for a student that is used to identify a user and match them to their enrollments.
startDate	Yes	The date of the enrollment is visible to the user.
endDate	Yes	The ending date of the enrollment and the date the course will no longer be visible to the user.
role	Yes	This is a code that defines what type of enrollment to create. Possible values Student , Instructor or Auditor
status	Yes	Status of enrollment. Possible values Active or Inactive
program	Yes	The student's currently enrolled program code.
lastLogin	No	Date and time the student logged into the LMS system last.
timeSpent	No	Number of minutes the student has accumulated in the class.
courseSuccess	No	Indicates whether or not the student received a passing final grade for the class. Possible values Pass or Fail

TAB C

APPENDIX FOUR

ELECTRONIC AND INFORMATION RESOURCE ENVIRONMENT SPECIFICATIONS

Basic Specifications

1. If the EIR will be hosted by the University:

Not applicable, as it will be hosted by AP

2. If the EIR will be hosted by Proposer, describe in detail what the hosted solution includes, and address, specifically, the following issues:

1. Describe the audit standards of the physical security of the facility; and

Our systems are hosted at DataBank Dallas with physical security that includes a very limited access list, biometrics, 24/7 manned facility and video surveillance. Audit policy for students that have access to the system is controlled by data feeds from the university. Employee audit control is managed with our hire/termination forms that are monitored daily.

2. Indicate whether Proposer is willing to allow an audit by University or its representative.

Yes, all of our systems are available for University audit and site visits.

3. If the user and administrative interfaces for the EIR are web-based, do the interfaces support Firefox on Mac as well as Windows and Safari on the Macintosh?

Our web interfaces support any modern flash compliant browser on windows, Mac, & Linux workstations

Our QA Testing process includes :

- Microsoft Internet Explorer for Windows OS
- Firefox for Windows OS
- Google Chrome for Windows OS
- Safari for MAC OS
- Firefox for MAC OS
- Google Chrome for MAC OS

4. If the EIR requires special client software, what are the environment requirements for that client software?

Currently the only component that requires a client version (non-web based) is our instructor grade book. Online version of the grade book is currently in development and will be cross platform compatible.

Minimum System Requirements for running the Epic Client :

- **Windows XP service Pack 2 , MS Vista , or Windows 7**
- **Adobe Flash Player 9 or later**
- **Adobe Reader 8 or later**
- **512mb ram for Win XP 1gb ram for Vista / Win 7**
- **Display resolution 1024 x 768**
- **For Printing , Any Windows Supported Printer**
- **Broadband Internet for downloading courses and syncing student data**

5. Manpower Requirements: Who will operate and maintain the EIR? Will additional University full time employees (FTEs) be required? Will special training on the EIR be required by Proposer's technical staff? What is the estimated cost of required training?

LMS/ EIR hardware is maintained 100% by Academic Partnerships staff. Some training related to data transfer, initial setup, and program maintenance required by the university is provided by Academic Partnerships. This is not typically a FTE position.

6. Upgrades and Patches: Describe Proposer's strategy regarding EiR upgrades and patches for both the server and, if applicable, the client software. Included Proposer's typical release schedule, recommended processes, estimated outage and plans for next version/major upgrade.

All Servers are maintained on a scheduled basis. Normal server patch updates are conducted monthly and critical updates to our servers are performed as needed. With the multi server, load balanced environment we have, these updates do not affect student access.

Security

1. Has the EIR been tested for application security vulnerabilities? For example, has the EIR been evaluated against the Open Web Application Security Project ("OWASP") Top 10 list that includes flaws like cross-site scripting and SQL injection? If so, please provide the scan results and specify the tool used. University will not take final delivery of the EIR if University determines there are serious vulnerabilities within the EIR.

We perform an annual outside network and security audit on all of our systems. The last audit was performed in January 2011 by Choice Solutions. Since this audit has very sensitive systems information and is highly confidential, AP will share that information at the appropriate time with the University.

2. Which party, Proposer or University, will be responsible for maintaining critical EIR application security updates?

AP will be responsible for all application security updates.

3. If the EIR is hosted, indicate whether Proposer's will permit University to conduct a penetration test on University's instance of the EIR.

Yes, we will allow the University to conduct penetration tests on our systems.

4. If confidential data, including HIPAA or FERPA data, is stored in the EIR, will the data be encrypted at rest and in transmittal?

All data in the EIR systems are stored in encrypted Microsoft SQL servers and transmitted only through HTTPS/ SSL encrypted packets.

5. Please complete and submit the attached "Information Security Third-Party Assessment Survey" as part of Proposer's proposal.

The survey is attached.

Integration

6. Is the EIR authentication Security Assertion Markup Language ("SAML") compliant? Has Proposer ever implemented the EIR with Shibboleth authentication? If not, does the EIR integrate with Active Directory? Does the EIR support SSL connections to this directory service?

Epic LMS / EIR is SAML compliant and can be integrated with SAML2.0 Single Sign On authentication for student access. This will allow integration with Active Directory. We do allow SSL connections to our directory services via standard web services. We provide a guide to the University during our integration process after contract execution.

7. Does the EIR rely on Active Directory for group management and authorization or does the EIR maintain a local authorization/group database?

We maintain a local authorization / group database in the LMS system.

8. What logging capabilities does the EIR have? If this is a hosted EIR solution, will University have access to implement logging with University's standard logging and monitoring tools, RSA's Envision?

We maintain active logs on all of our LMS/EIR systems and can work with university to monitor these logs. Many of the logs are already set up as standard reports for University to access and additional reports can be developed if needed.

9. Does the EIR have an application programming interface ("API") that enables us to incorporate it with other applications run by the University? If so, is the API .Net based? Web Services-based? Other?

We have complete comprehensive Web services-based API's integrated for access by the University.

10. Will University have access to the EIR source code? If so, will the EIR license permit University to make modifications to the source code? Will University's modifications be protected in future upgrades?

University will not have access to our application source code.

11. Will Proposer place the EIR source code in escrow with an escrow agent so that if Proposer is no longer in business or Proposer has discontinued support, the EIR source code will be available to University?

This is addressed in the contract terms and conditions.

12. Please complete the Voluntary Product Accessibility Template ("VPAT") found at <http://www.itic.org/index.php?submenu=resources&src=gendocs&ref=vpat&category=resources> and submit the VPAT with Proposer's proposal.

The VPAT form **Section 1194.22 Web-based Internet information and applications** – is concerning ADA compliance issues. Like many LMS providers, this is currently our top priority in Epic development. When this project is complete, we will meet all of the requirements of the referenced document.

INFORMATION SECURITY THIRD-PARTY ASSESSMENT SURVEY

Third-Party Provider

Name: Academic Partnerships

Date: 7/23/2011

Address: 160 Continental Ave
Dallas TX 75207

Website: www.academicpartnerships.com

ed.mcgory@academicpartnerships.com

IT Security Contact: Ed McGory

Email: _____ Phone: 214-210-7313

Location of Data Center: _____

Contact: Ed McGory Phone: 214-210-7313

Location of Recovery Center: _____

Contact: _____ Phone: _____

Years in Business: 7 Number of Employees: 160 Number of Customers Using the Product: 51,284 Students / Professors

UT Entity's Sponsoring Dept. _____ Contact: _____ Phone: _____

Name & Description of Service/Product: Epic LMS, Web Based Learning Management System

Students & faculty utilizing
Describe the Target Users for the Service/Product: Online programs and courses offered by the University

Technical Description (client, agent, SSL, FTP, hosted website, ASP, cloud computing, etc.): Hosted LMS

SQL Database Driven, ASPX application, SSL port 443 encrypted.

Other Customer Software Required to Run the Product/Service: Adobe Flash Player (Free version)

Adobe PDF reader, MS office (or compatible application); Browser (Flash enabled)

Describe Pertinent Outcomes of Contracted Service Arrangements: (such as support, cloud services, third-party applications, etc.) [REDACTED]

Describe Security Features/Timing/External Assessments: Security and Testing documents are included in this RFP

DATA REQUIREMENTS

(mark a "1" in all boxes applicable for this relationship)

Transferred or Accessed	Stores Other	Risk	Data Type (Mark one, refer to definitions on back of tab)
1	1	High	Electronic Protected Health Information (ePHI)
1	1	High	Personally Identifiable Information (PII) for Students
		High	Personally Identifiable Information (PII) for Non-students
		High	Social Security Numbers (SSN)
		High	Payment Card Information
		High	Sensitive Digital Research Data
		High	LIT Entity Mission Critical Information
1	1	Medium	Business Critical Information
1	1	Medium	Intellectual Property
		Medium	Other Sensitive Information
		Low	Other

Legend: 1 = Not Applicable, based on service requirements

■ = Yes

✗ = Partially

□ = No

Comments: All optional fields may be used for additional notes.

Answer	Comments	A. Company Information
1		1. Will provide documentation on financial health and viability of your company. 2. Will accommodate a customer's site visit for a security audit within 24 hours notice.
1		
Total Company Controls		
Answer	Comments	B. Policies, Standards and Procedures
1		1. Has formal written Information Security Policies.
1		2. Will provide copies of the Information Security Policies.
1		3. Will provide, if asked, examples of security documents, which you have indicated you maintain.
1	Vulnerability assessment & Network assessment	4. Can provide results of a third-party external Information Security assessment conducted within the past 2 years (SAS-70, penetration test, vulnerability assessment, etc.).
1	All issues tracked in Ticket/ Bug System	5. Maintains incident response procedures.
1		6. Policy protects client information against unauthorized access; whether stored, printed, spoken, or transmitted.
1		7. Policy prohibits sharing of individual accounts and passwords.

1		8. Policy implements the following Information Security concepts: need to know, least privilege, and checks and balances.
1		9. Receives and implements protections for security vulnerability alerts (such as CERTs).
1		10. Requires system administrators to be educated and qualified.
1		11. Implements AAA (Authentication, Authorization, Accounting) for all users.
1	for all Academic Partnerships employees	12. Performs background checks for individuals handling sensitive information.
1		13. Termination or job transfer procedures immediately protect unauthorized access to information.
1	Student and faculty support 866-489-2810	14. Provides customer support with escalation procedures.
1		15. Documented change control processes.
1		16. Requires contractors, subcontractors, vendors, outsourcing ventures, or other external third-party contracts to comply with policies and customer agreements.
1		17. Policy implements federal, state, and local regulatory requirements.
1		18. Maintains a routine user Information Security awareness program.
1		19. There is a formal routine Information Security risk management program for risk assessments and risk management.
<hr/>		Total Policy Controls

Answer	Comments	C. Architecture
1		1. Will provide a network architecture drawing for the customer solution, which demonstrates the defense-in-depth strategies.
1		2. Implements and monitors firewall protections.
1		3. Maintains routers and ACLs.
1		4. Provides network redundancy.
1		5. IDS/IPS technology is implemented and alerts are assessed.
1		6. DMZ architecture for Internet systems.
1		7. Web applications that 'face' the Internet are on DMZ servers, which are separate from internal servers that house sensitive customer information.
1		8. Maintains enterprise-wide virus/malware protection.
1		9. There is an enterprise patch management system.
1	Dedicated servers for Epic LMS	10. Provides dedicated customer servers or explain how this is accomplished in a secure virtual or segmented configuration.
1	VPN required to access for Remote employees	11. Remote access is achieved over secure connections.
1	Full Dev, QA, Stage & Production environments	12. Test environments both physical and logical are separated from production environments.
1		13. Will provide architectural software solution designs with security controls.
1	Internal wireless networks require ^{network} authentication	14. Wireless networks are encrypted, require user authentication, and has secured/controlled access points.
<hr/>		Total Architecture Controls

Answer	Comments	D. Configurations
1		1. All computers systems involved are kept current with security patches and have up-to-date malware protection.
1		2. Encryption, with the strength of at least 256 bit, is used, required, and monitored when sensitive information is transmitted over untrusted or public connections.
2		3. System banners are displayed prior to access and require the user's acknowledgment and agreement concerning: unauthorized use is prohibited, system are monitored, policies are enforced, and there is no expectation of privacy.
1		4. Computers have password-protected screen savers that activate automatically to prevent unauthorized access when unattended.
1		5. All unnecessary services are removed from computers.
1		6. Servers run anti-intrusion software (such as tripwire, etc.).
1		7. All vendor-supplied default passwords or similar "published" access codes for all installed operating systems, database management systems, network devices, application packages, and any other commercially produced IT products have been changed or disabled.
1		8. Passwords have a minimum of 8 characters, expire, and have strength requirements.
1		9. Passwords are never stored in clear text or are easily decipherable.

1		10. All system operating systems and software are routinely checked to determine whether appropriate security settings are enabled.
1		11. File and directory permissions are managed for least privilege and need-to-know accesses.
1		12. Redundancy or high availability features are implemented for critical functions.
1		13. All user access is authenticated with either a password, token or biometrics.
1		14. All system changes are approved, tested and logged.
1		15. Production data is not used for testing unless the data has been declassified.
1		16. Application security follows industry best practices (such as OWASP).
1		17. For system's support users, the account lockout feature is set for successive failed logon attempts.
1		18. Split tunneling is prohibited when connecting to customer systems or networks.

Total Configuration Controls

Answer	Comments	E. Product Design
0		1. If the product integrates with portable devices, sensitive information or information protected by law is encrypted when stored on these portable devices and requires password access.

1		2. Access to sensitive information or information protected by law, across a public connection is encrypted with a secured connection and requires user authentication.
0		3. If the product manages Protected Health Information (PHI), the product and company processes are HIPAA compliant.
0		4. Management of any payment card information is compliant with the Payment Card Industry (PCI) Standards.
1		5. Web applications are scanned, tested, and monitored for common application security vulnerabilities.
1		6. Software, applications, and databases are kept current with the latest security patches.
3		7. This product has been and can be Shibboleized.
2	Requires SAML 2.0 SSO to allow AD connection <i>Active Directory</i>	8. This product integrates with Active Directory or LDAP

Total Product Design Controls

Answer	Comments	F. Access Control
1		1. Access is immediately removed or modified when personnel terminate, transfer, or change job functions.
1		2. Achieves individual accountability by assigning unique IDs and prohibits password sharing.
1		3. Critical data or systems are accessible by at least two trusted and authorized individuals.
1		4. Access permissions are reviewed at least monthly for all server files, databases, programs, etc.

1		5. Users only have the authority to read or modify those programs or data, which they need to perform their assigned duties.
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Total Access Controls

Answer	Comments	G. Monitoring
1		1. Access logs for all servers, sensitive databases, and sensitive files are reviewed at least monthly for anomalies.
1		2. System event logging is implemented on all servers and records at a minimum who, what, and when.
1	Students access systems 24/7	3. After normal business hours system activity and access (physical or logical) is reviewed and analyzed at least monthly.
1		4. System logs are reviewed for failed logins or failed access attempts at least monthly.
1		5. Dormant accounts on systems are reviewed and removed at least monthly.
1		6. Logs are periodically reviewed for possible intrusion attempts at least monthly.
1		7. Network and firewall logs are reviewed at least monthly.
1		8. Wireless access is reviewed at least monthly.
1		9. Scanning is done routinely for rogue access points.
1		10. IDS/IPS systems are actively managed and alert notifications have been implemented.
1		11. Vulnerability scanning is performed routinely.

1		12. Password complexity checking is done routinely.
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Total Monitoring Controls

Answer	Comments	H. Physical Security
1		1. Access to secure areas are controlled such as: key distribution management, paper/electronic logs, or a receptionist always present when the doors are opened.
1		2. Access to server rooms are controlled and follow need-to-know and least privilege concepts.
1		3. Computer rooms have special safeguards in place i.e., cipher locks, restricted access, room access log.
1		4. Disposal of printed confidential or sensitive information is shredded or otherwise destroyed securely.
1	Prohibited, information is stored on servers only	5. Customer information is either prohibited or encrypted (PHI, student data, SSN, etc.) on laptop computers or other portable devices.
1		6. Desktops which display sensitive information are positioned to protect from unauthorized viewing.
1		7. All visitors are escorted in computer rooms or server areas.
1		8. Appropriate environmental controls been implemented where possible to manage the equipment risks such as: alarms, fire safety, cooling, heating, smoke detector, battery backup, etc.

1		9. There are no external signs indicating the content or value of the server room or any room containing sensitive information.
1		10. There are secure processes for destroying sensitive data on hard drives, tapes or removable media when it is no longer needed.

Total Physical Controls

Answer	Comments	I. Contingency
1		1. There is a written contingency plan for mission critical computing operations.
1		2. Emergency procedures and responsibilities are documented and stored securely at multiple sites.
1		3. The contingency plan is reviewed and updated at least annually.
1		4. You have identified what computing services must be provided within specified critical timeframes in case of a disaster.
1		5. Cross-functional dependencies been identified so as to determine how the failure in one system may negatively impact another one.
1		6. You have written backup procedures and processes.
1		7. You periodically test the integrity of backup media.
1		8. Backup media is stored in a secure manner and access is controlled.
2		9. You maintain a documented and tested disaster recovery plan.

1		10. You have off-site storage and documented retrieval procedures for backups.
1		11. You have rapid access to backup data.
1		12. Backup media is appropriately labeled to avoid errors or data exposures.

Total Contingency Controls

Answer	Comments	J. BUSINESS RELATIONSHIPS
1		1. Confidential agreements have been signed before proprietary and/or sensitive information is disclosed.
1		2. Business associate contracts or agreements are in place and contain appropriate risk coverage for customer requirements.
1		3. Business associates are aware of customer security policies and what is required of them.
1		4. Business associates agreements document agreed transfer of customer's data when the relationship terminates.
1		5. Contractual agreements will or do include the UT Entity's required information security language.

Total Business Relationships Controls

TOTAL THIRD-PARTY CONTROLS

DEFINITION	EXAMPLES	QUALIFIERS
<p>ePHI (electronic Protected Health Information) - Individually identifiable health information in the electronic form which may be stored, processed or transmitted.</p>	<ul style="list-style-type: none"> • Billing records • Hospital/medical records (in and out patient) • Lab, pathology and/or radiology results • Mental Health records • Physician/clinic records • PHI previously collected for research purposes 	<ul style="list-style-type: none"> • Address • Account number • Any vehicle or device serial number • Certificate/license number • Date of birth • E-mail address • Fax number • Finger or voice prints • Health plan • Internet Protocol (IP) address number • Name • Name of employers • Name of relatives • Photographic images • Postal address • Social security number • Telephone number • Web universal resource locator (URL)
<p>PII (Personally Identifiable Information) - Information that can be traced back to a specific individual user, eg, name, postal address, e-mail address, telephone number, or Social Security number.</p>	<ul style="list-style-type: none"> Full name (if not common) National identification number Telephone number Street address E-mail address IP address (in some cases) Vehicle registration plate number Driver's license number Face, fingerprints, or handwriting 123-45-6789 	
<p>SSN (Social Security Number) - A number issued by the US government to people for payroll deductions for old age, survivors, and disability insurance.</p>		

Payment Card Information - refers to the credit cards, debit cards and charge cards issued by a financial institution and reflects a relationship between cardholder and financial institution.	Credit Card, Debit Card, etc.
UTHSCSA Mission Critical Information - Indispensable applications such as databases or process control software that are deemed essential to the functionality of <u>UTHSCSA's education, research, or patient care missions.</u>	
Business Critical Information - Indispensable applications such as databases or process control software that are deemed essential to the functionality of a <u>specific department.</u>	
Intellectual Property - Property rights created through intellectual and/or discovery efforts of a creator that are generally protectable by law.	Patent, trademark, copyright, trade secret, trade dress, product, logo.
Other Sensitive Information - Information other than the previous categories with little financial impact; however, its unauthorized disclosure, alteration, loss, or destruction will at least cause perceivable damage to someone or something.	Internal departmental communications, contractual information, negotiations, legal concerns, investigations, etc.

TAB D

Report Printed: 07/25/2011

Live Report : ACADEMIC PARTNERSHIPS LLC

D-U-N-S® Number: 04-231-6483

Endorsement: michael.briskey@academicpartnerships.com

D&B Address	160 Continental Ave	Trade Names
Address	Dallas , TX - 75207	Trade Names
Location Type	Single Location	No trade names for this company.
Phone	214 210-4039	
Fax		
Web		

Company Summary

Predictive Indicators - Risk of Financial Stress

Financial Stress Score Class: 3

Medium risk of severe financial stress over the next 12 months.

Predictive Indicators - Risk of Payment Delinquency

Commercial Credit Score Class: 2

History & Operations

This is a single location

Year Started	2010
Employees	UNDETERMINED
SIC	8211
Line of business	Elementary/ secondary school
NAICS	611110

Predictive Indicators - Supplier Evaluation Risk

Supplier Evaluation Risk Rating: 5 Moderate risk of supplier experiencing severe financial stress over the next 12 months.

Predictive Indicators - Credit Capacityfor Headquarters

D&B Rating: DS

The DS rating indicates that the information available does not permit D&B to classify the company within our rating key.

This assessment is based on D&B's D&B Rating.

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	1	06/18/10

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

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TAB E

Phase		Objective(s)
New University Development	Kick-off	<ul style="list-style-type: none"> • Complete pre-integration checklist and sign contract
	Program Launch	<ul style="list-style-type: none"> • Define/review target dates for rollout • Prepare partner and internal team for planning workshop
	Planning Workshop (on-site)	<ul style="list-style-type: none"> • Define program attributes, integration procedures and marketing strategies • Prepare larger internal team for rollout activities • Describe instructional support model, if applicable
	Course Blueprinting Session (on-site consultation)	<ul style="list-style-type: none"> • Demonstrate Epic LMS (if applicable) • Support faculty in design of scalable online courses • Assist in design of Program orientation (if applicable) • Provide courses development schedules to meet course QA and rollout dates
Design – Weeks 1 – 4	Websites	<ul style="list-style-type: none"> • Develop university program website and landing pages • Update affinity sites
	Marketing Assets	<ul style="list-style-type: none"> • Develop all marketing collateral to support field sales, online marketing campaigns and enrollment services
	Recruitment and Enrollment Services	<ul style="list-style-type: none"> • Define resource plan • Develop operational tools for Enrollment Services • Train internal resources on new programs
	Technology Integration	<ul style="list-style-type: none"> • CRM setup to support new program • Integrate partner data
	Epic and Epic Authoring Training & Support for Faculty (on-site consultation)	<ul style="list-style-type: none"> • Train and support Epic course development (if applicable): <ul style="list-style-type: none"> -Epic Authoring Training -Creation of course shells for professors/authors -Epic Training (including Grade book) -Ongoing faculty support for EA and Epic (Faculty Support) -QA of courses for functionality
Develop – Weeks 5 – 10	Marketing Launch	<ul style="list-style-type: none"> • Launch website • Deploy field sales where applicable and online campaigns • Actively provide support to the university on student admissions and enrollment processes
	Course Start	<ul style="list-style-type: none"> • Create student sections and enroll professors, if applicable • Confirm student rosters / enrollments • Insert Student Survey Links into course (if applicable) • Prep internal departments • Contact students • Support faculty in use of Epic-ongoing
Deliver – Weeks 8 – 16		

TAB F



Academic Partnerships Executive Profile



Randy Best

Chairman & CEO

Mr. Best is Chairman and CEO of Academic Partnerships. He began his business career in college and has founded or acquired more than 100 privately or publicly held companies in a broad range of fields including healthcare, defense and aerospace, publishing, agriculture, food, oil and gas, real estate and education.

When he moved into the second half of his career, Mr. Best focused on business initiatives with a social mission that could have an enduring, positive impact. This commitment resulted in a focus on education and the welfare of children.

Mr. Best's own challenges with [REDACTED] made him passionate about reading and its critical impact on a student's education and life. He founded a national initiative which annually helps more than 3 million children, mostly inner-city, learn to read.

In 2005 he turned to higher education and founded a company to assist state universities increase access for underserved high-need populations by helping put their degree programs online. He also founded an international higher education company focused on bringing a high quality, affordable college education to students in Latin America.

Mr. Best serves or has served as an advisory board member for the Education Commission of the States; a member of the NEA Foundation Board; the College of Education Foundation Advisory Council for the University of Texas at Austin; and the National Urban Alliance Board for Columbia University; as well as a benefactor of the Smithsonian Institution. He also served on the White House Millennium Committee. Mr. Best and his wife, Nancy, support numerous philanthropic endeavors locally, nationally and internationally, mostly in Africa. Mr. Best is a graduate of Lamar University.

Academic Partnerships, LLC

160 Continental Avenue
Dallas, Texas 75207
P: 214.210.7300
F: 214.210.7370
info@academicpartnerships.com



Academic Partnerships Executive Profile

Dr. Richard L. Ferguson

Vice Chairman



Dr. Ferguson is Vice Chairman of Academic Partnerships. His career in education has spanned nearly 50 years and includes experience as a secondary school mathematics teacher, a research associate in the Learning Research and Development Center at the University of Pittsburgh, and numerous positions at ACT (aka as American College Testing) including Chief Executive Officer and Chairman of the company's U.S. operations and international subsidiaries. He also holds an adjunct position in the Psychological and Quantitative Foundations department at the University of Iowa.

Dr. Ferguson earned a B.S. degree from Indiana University of Pennsylvania, an M.A. degree from Western Michigan University, and a Ph.D. in measurement and statistics at the University of Pittsburgh.

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Academic Partnerships Executive Profile

Darab ("Rob") Ganji

President



Rob Ganji is President of Academic Partnerships. Prior to being appointed President in April 2011, he led the company's healthcare division, which partners with colleges of nursing of state universities, expanding access to their high quality nursing programs across the United States. Under his leadership, the healthcare division has grown its university partners' nursing programs to become among the fastest growing and largest in the nation.

Mr. Ganji has over 20 years experience in strategic leadership and development. He is a member of the Board of Directors of Southern Methodist University's John Tower Center for Political Studies and is a member of the Executive Board of the Southern Methodist University School of Engineering. He is also a board member of the Dallas Committee on Foreign Relations.

Mr. Ganji received his B.A. from Southern Methodist University and his M.A. from the University of Texas at Dallas.

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Academic Partnerships Executive Profile

Justyna Dymerska, Ph.D.

Vice President of Strategic Development



Dr. Justyna Dymerska is Vice President of Strategic Development of Academic Partnerships.

Prior to joining Academic Partnerships, Justyna was a consultant to the chief economist at the Federal Reserve Bank of Dallas, where she co-authored reports exploring numerous topics, including the relationship between U.S.-bound highly skilled migration and the state of America's education sector. Her publishing record includes various articles on immigration, asylum and border policy in Europe. Formerly, Justyna also taught European Politics at the University of Texas at Austin's Department of Government and Southern Methodist University's Department of Political Science.

Justyna received her Ph.D. in International Studies, specializing in European immigration policy, from University of Cambridge in England where she was a Marie Curie Fellow. She also earned her Master's degree in European Studies from Cambridge, focusing on European labor migration. She holds a Bachelor's degree in Business and Finance from Drexel University in Philadelphia.

Dr. Dymerska is a member of the Dallas/Fort Worth World Affairs Council, Dallas Committee on Foreign Relations and Tower Center of Political Science at Southern Methodist University.

Academic Partnerships, LLC

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Academic Partnerships Executive Profile

Michael Briskey

Chief Financial Officer



Mike is Chief Financial Officer of Academic Partnerships.

Prior to joining AP, Mike was Chief Financial Officer for ATX Group, Inc, an automotive technology company based in Dallas and Düsseldorf Germany. In addition to leading the finance function at ATX, he played key roles in negotiating multi-year contracts with BMW, Toyota/Lexus and other car manufacturers worth over \$100 million, as well as negotiating the sale of the company to a strategic buyer in 2008.

Prior to ATX, Mike was Senior VP of Finance and Treasurer for ACE Cash Express, a \$250 million Dallas-based financial services retailer with over 1,200 locations in 35 states. At ACE, he was responsible for all financial planning, debt and equity financing, acquisitions (completing 40 transactions), investor relations, and risk management. His career started with positions at several divisions of Westinghouse Electric in Baltimore and Dallas.

Mike received his MBA from Loyola University Maryland (concentration in International Finance). He received his Bachelor's degree from the University of Notre Dame in Business Administration (concentration in Finance).

Academic Partnerships, LLC

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Academic Partnerships Executive Profile



Anne Doris

Chief Operating Officer

Anne is Chief Operating Officer of Academic Partnerships. She is an innovative and strategic business operations leader with considerable expertise leading cross functional teams to develop and execute effective business strategies. Her areas of management responsibility include the technology infrastructure and network systems, data integration with student information systems for the CRM and LMS, and the proprietary Epic learning management technology that facilitates online learning for many of the company's partner institutions. Additionally, Anne provides leadership for Academic Partnerships' operations, training and development, curriculum support services, partner integration services and consultative professional development teams.

With more than twenty years' experience working in marketing, operations, general management, programming content and contract negotiations in telecom, technology and cable television companies, Anne has worked for leading corporations in the US and in Latin America.

Anne held a variety of roles with increasing levels of responsibility with Cox Communications, and has worked for Comcast Cable, Cablevision S.A. Partnerships and United Artists Entertainment. Anne holds a Master's degree Marketing Management from Long Island University and a Bachelor's degree in Communications and Mass Media from The City College of New York.

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Academic Partnerships Executive Profile

Vernon Johnson, EdD

Executive Vice President



Dr. Johnson is Executive Vice President of Academic Partnerships and serves on the Board of Epic Learning. He previously served as president and CEO of Voyager Expanded Learning a K-12 Literacy company. His prior experience from leadership roles in public education has helped both companies become innovators in K-12 and profitable providers of highly effective learning programs and professional development for teachers and administrators.

During his 35 years in public education, he served a variety of key roles including Director of Special Services, Assistant Superintendent for Instructional Services and Superintendent of schools in Rochester, Minnesota, and Richardson, Texas. He received his BS and MS from Ball State University and earned his EdS and EdD in school administration and Policy Studies from Indiana University.

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Academic Partnerships Executive Profile

Jeri Nowakowski, EdD

Executive Vice President



Dr. Nowakowski is an Executive Vice President of Academic Partnerships.

Before joining Academic Partnerships, Dr. Nowakowski was the executive vice president of product development and research for Voyager Expanded Learning. Over eight years she directed the development and research of all K-9 curricula for the company which targets intervention reading and math programs, ongoing measurement, and onsite training and implementation support.

Prior to Voyager, she spent 11 years as the executive director of the North Central Regional Educational Laboratory (NCREL), a federally funded educational laboratory developing research-based resources for schools.

Dr. Nowakowski began her career as an English teacher and earned her bachelor's and master's degrees in English from Arizona State University. She earned her doctorate in educational research and evaluation at The Evaluation Center at Western Michigan University and was a postdoctoral fellow in evaluation research at Northwestern University.

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Academic Partnerships Executive Profile

Kenneth Craycraft, Ph.D.

Executive Vice President

Dr. Craycraft is Executive Vice President of Academic Partnerships and works with the university partners in a variety of capacities. He oversees the compliance services provided by Academic Partnerships, serving as a liaison to assist university partners in gaining operating authority for their institutions to deliver online programs in other states. This formalized process is in response to the various state laws regulating distance education and the documentation now being required by the U.S. Department of Education. This service also provides assistance for those content area certifications/licensing approvals that may be necessary as well.

Prior to joining Academic Partnerships, Ken served as the Chief Academic Officer for the Texas State University System. In that capacity, he had oversight of all curriculum-related programs of the member institutions and the 72,000 students served. Additionally, he worked frequently with members of the Texas Legislature and the Texas Delegation in Washington DC on issues impacting higher education.

During his tenure with the System, he served as Chancellor and worked closely with the Board of Regents, the campus presidents and coordinated all activities associated with presidential searches. Prior to joining the System in 2000, Dr. Craycraft rose to the rank of professor and served in a variety of administrative positions at the campus level.

Over the years, Dr. Craycraft has authored or co-authored over 30 articles, 7 books, and received numerous grants. He has also served as president of several professional organizations at both the state and national levels and has worked as a consultant for the U.S. Department of Education.

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Academic Partnerships Executive Profile

Marsha Schattner

Executive Vice President



Marsha Schattner is Executive Vice President of Academic Partnerships. She is responsible for partner development.

Prior to joining Academic Partnerships, Mrs. Schattner was national sales manager and senior vice president of Voyager Expanded Learning. In addition to leading the sales division, she led governmental relations and played a major leadership role during the company's expansion.

She is a member of the Board of Directors of Epic Learning Systems, Inc., a Dallas Leadership alumnus, and an executive mentor for the Dallas Regional Chamber and Dallas Independent School District.

Ms. Schattner earned her B.A. in business administration from the University of Texas at Arlington.

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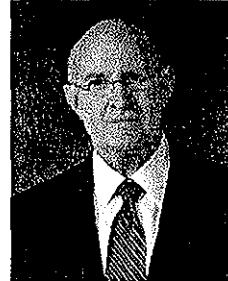
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Academic Partnerships Executive Profile

Les Wyatt, Ph.D.

Senior Consultant



Dr. Wyatt became Senior Consultant for Academic Partnerships in July, 2010 after a successful career in executive roles in public universities. Dr. Wyatt was formerly President of Arkansas State University System and also served as Chief Executive Officer at the campus in Jonesboro. He led the development of online degrees throughout the ASU campuses.

Dr. Wyatt is currently Professor of Educational Leadership, and is President Emeritus of Arkansas State University. He served previously as Executive Vice Chancellor at the University of Mississippi following administrative and faculty appointments at the University of Arkansas at Little Rock and the University of Texas at Austin. He was awarded the PhD in Education, and the MFA and BFA from the University of Texas at Austin, and a BA from Abilene Christian University. Dr. Wyatt is associated with American and international higher education organizations, and serves as a director for corporate, philanthropic and non-profit organizations.

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Academic Partnerships Executive Profile

Joseph Lynch

Executive Vice President

Joe is Executive Vice President of Academic Partnerships. He works to establish and maintain partnerships with universities both domestically and internationally. Additionally, he is responsible for sourcing relationships with multinational corporations to create online degree opportunities for the employees and family members of those corporations. Prior to joining Academic Partnerships, Mr. Lynch served as Senior Vice President of Sales for Voyager Expanded Learning, a nationally recognized leader in reading and math intervention for K-12 students considered "at-risk." He began there as a sales representative and moved into various management positions, including senior vice president of sales. In that role, Mr. Lynch managed sales for the entire company.

Before moving to Voyager, Mr. Lynch worked with Ernst and Young for several years. Prior to that, he held various positions in the banking and financial industry. Mr. Lynch received his bachelor's degree and a Master's of Business Administration from Baylor University.

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Academic Partnerships Staff Profile

Chance Spiker

Director, Curriculum Support Services



Chance is Director of Curriculum Support at Academic Partnerships. He is an online learning and training & development expert who provides services in curriculum program planning, instructional design, courseware development, program implementation services, and consultative professional development.

Chance also consults on educational topics ranging from assessment skills, to increasing interaction and communication in the online classroom, to multimedia, to designing exemplary course content. With twenty years' experience working with educational and information technology, Chance has worked with approximately 1500 faculty members at over 150 colleges and universities worldwide.

Chance possesses a diverse range of expert knowledge and skills in teaching and learning theory, pedagogy and andragogy, and online facilitation; as well as extensive knowledge of web-based usability and accessibility issues. In addition to his responsibilities with Academic Partnerships, Chance served on the faculty of Tarrant County College for twelve years as a distance learning instructor; and has consulted with major companies including Inet Technologies, Sabre Holdings, First USA bank, and Tandy Corporation. In 2006, he served as the Vice President of Communication for the American Society of Training and Development (Dallas Chapter) – the largest chapter of ASTD in the United States and the world. He is a published author, a Certified "Targeted Selection" Facilitator and Administrator, a Master WebCT/Blackboard Certified Trainer, and an accomplished conference presenter. Chance holds a Master's degree in Organizational Communication and Training & Development from the University of North Texas, and is a Ph.D. candidate in Technology, Information Behavior and Computer-Mediated Communication. His research area is in the area of Instructor Immediacy in the online classroom. Chance has been with Academic Partnerships for 2.5 years.

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Academic Partnerships Staff Profile

Kyle Farnsworth

VP of Enrollment and Student Services

Kyle is Vice President of Enrollment and Student Services at Academic Partnerships.

He has over seven years of leadership experience in student enrollment and retention services and works closely with partner universities to ensure positive student experience.

Kyle holds a Master in Business Administration with an emphasis in Finance from Grand Canyon University.

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Academic Partnerships Staff Profile

Debra Cannon

Director, Curriculum Support Services



Debra is Director of Curriculum Support Services at Academic Partnerships. She is an educator with over thirty years of experience in teaching, administration, and professional development. She consults with leaders and faculty in state and international universities to plan online programs and design quality outcomes-based online courses. Debra provides professional guidance on other educational topics, including assessment, smaller learning communities, school reform, and instructional strategies to maximize student engagement.

Debra served as Chairwoman for the Curriculum Development Committee for the American College of Education, and has assisted nationally-acclaimed educators and scientists in online course design. She wrote curriculum and managed field testing and evaluation of *Mechanical Universe High School Adaptation (MUHSA)*, *Comprehensive Conceptual Curriculum for Physics (C³P)*, and *Doing & Thinking Physics* (all funded by the National Science Foundation). As a certified trainer for MUHSA and *Physics Resources and Instructional Strategies for Motivating Students (PRISMS)*, she has conducted hundreds of workshops around the country for physics teachers from a variety of backgrounds. She also has experience as a Peer Review Team member for Southern Association of Colleges and Schools (SACS).

Debra has been a Dean of Instruction, college instructor, and department head. Published in *Contemporary Education*, her specialties are instructional design and standards-based curriculum projects. Debra has been with Academic Partnerships for five years.

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Academic Partnerships Staff Profile

Natasha Alsaffar

Director, Partner Integration Services

Natasha is Director of Partnership Integration Services at Academic Partnerships. She has over 13 years of experience in roles of progressive responsibilities in program management in Higher Education, legal, high tech, telecom and financial services. She has extensive project management training and experience with a variety of multi-vendor solution projects including ERP software implementations, hardware/infrastructure implementations, custom software development and network services deployments.

Natasha has her MBA from the University of Texas at Dallas where she graduated Magna Cum Laude. She earned her Project Management Professional (PMP) certification in 2004.

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HUB SUBCONTRACTING PLAN (HSP)

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: **11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

- Proposers shall submit a completed HUB Subcontracting Plan (HSP) to be considered responsive (pages 8, 9, and 10). Failure to submit a completed HSP shall result in the bid, proposal or other expression of interest to be considered NON-responsive.
- Proposers who intend to Self-Perform all of their work shall submit a HSP for Self-Performance (pages 8, 9, and 10).
- HUB Subcontracting Plan (HSP) Prime Contractors Progress Assessment Report (PAR) shall be submitted with each request for payment as a condition of payment.

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: Academic Partnerships, LLC State of Texas VID #: 27-2009059
 Point of Contact: Michael Briskey Phone #: 214-210-4045
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Solicitation #: BOR-07-08-11

SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- Yes, I will be subcontracting portion(s) of the contract.
 (If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)

- No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
 (If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(#1) -	(#11) -
(#2) -	(#12) -
(#3) -	(#13) -
(#4) -	(#14) -
(#5) -	(#15) -
(#6) -	(#16) -
(#7) -	(#17) -
(#8) -	(#18) -
(#9) -	(#19) -
(#10) -	(#20) -

*If you have more than twenty subcontracting opportunities, a continuation page is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage1.doc>

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.002, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmblhub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/cmbl/hubonly.html>, to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
_____	_____	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
_____	_____	%	\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	%	\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

SECTION 9 - SELF PERFORMANCE JUSTIFICATION

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

 - Yes If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire Contract with its own equipment, supplies, materials and/or employees. - No If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

Academic Partnerships:

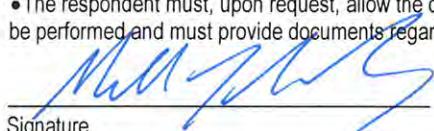
1. Provides expertise in online instructional design by assisting and comprehensively training faculty to transform their courses to an online format,
2. Provides the technology platform (Epic) for scalable online program delivery or works with partner institution's existing Learning Management Systems,
3. Recruits qualified students and significantly increases enrollments, and
4. Provides student retention services that supplement the partner university's efforts to ensure student progression to graduation.

Academic Partnerships is headquartered in Dallas, TX, and the majority of our 166 employees work at our office. All of the services we perform for universities are performed by employees and with our owned equipment. We have a four-year history of providing similar services to 11 different university partners in a similar manner.

SECTION 10 - AFFIRMATION

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

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.


SignatureMichael Briskey
Printed NameChief Financial Officer
TitleAugust 5, 2011
Datemichael.briskey@academicpartnerships.com

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E-mail

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