Texas Department of Housing and Community Affairs

GUIDANCE TO POTENTIAL VENDORS
Texas Homeowner Assistance Fund

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I. INTRODUCTION AND BACKGROUND

The Homeowner Assistance Fund (HAF) was established under section 3206 of the American Rescue Plan Act of 2021, and will provide approximately $9.9 billion of assistance to homeowners that experienced financial hardships associated with the coronavirus pandemic.

The Governor of the State of Texas has designated the Texas Department of Housing and Community Affairs (TDHCA) to serve as the administrator for HAF. The State of Texas is expected to receive $842,214,006 in HAF funds. 15% (or $126,332,100.90) of total HAF funds may be used for administrative costs, including the Department's costs and expenses. 5% (or $42,110,700.30) of total HAF funds may be used for Counseling or Legal Services. The remaining 80% ($673,771,204.80) will be used to provide assistance to homeowners as described herein. TDHCA expects that these funds will assist between 75,000 and 150,000 homeowners.

The initial Programs to be submitted to Treasury will include a Reinstatement Program and a Property Charge Default Resolution Program (the Programs). TDHCA reserves the right to submit additional programs to Treasury for consideration. TDHCA has received an initial installment of 10%, or $84,221,400.60, in HAF funds, and intends to release a pilot program as quickly as possible. The pilot is expected to be a smaller scale version of the Programs described herein.

This solicitation is for a vendor or vendors to provide the described services for approximately $674 million in HAF funds.

The following is a brief overview of the Programs.
Eligible Homeowners. To be eligible for this Program, homeowners must have experienced, and must self-certify to, a material reduction in income or material increase in living expenses associated with the coronavirus pandemic that has created or increased a risk of mortgage delinquency, mortgage default, or foreclosure, which hardship occurred after January 21, 2020. The homebuyer certification must describe the nature of the financial hardship. In addition, to be eligible for assistance, household income must be equal to or less than 100% of the area median income (two times the income limit for very low income families, for the relevant household size) or equal to or less than 100% of the median income for the United States, whichever is greater.

Prioritization. Homeowners residing in Persistent Poverty Counties will be prioritized (moved to the front of the line) for an initial period expected to be 30 days. Homeowners facing imminent foreclosure will be moved to the front of the line irrespective of geographic location of the residence.

Set-Asides. A set-aside will be created for non-traditional loans and properties, as those homeowners are expected to take longer to reach than those with traditional, government-backed mortgage loans. Additional set-asides may be required once the program is underway.

Mortgage Reinstatement Program
The Reinstatement Program will eliminate mortgage loan delinquencies to prevent foreclosure and homeowner displacement by reinstating mortgage loans that are at least thirty days delinquent. Through this program, delinquent mortgage loans can be reinstated, allowing homeowners to remain in their homes and avoid displacement. Eligible expenses include amounts advanced by the lender or servicer for property charges, including property taxes, hazard insurance premiums, floor or wind

insurance premiums, ground rents, condominium fees, cooperative maintenance fees, planned unit development fees, homeowners' association fees, utilities that the servicer advanced to protect lien position, and reasonably required legal fees. The maximum household assistance for this program is $40,000, and funds will be provided as a nonrecourse grant to the homeowner.

Mortgage loan reinstatement payments will be remitted directly to Servicers, and TDHCA expects that the majority of servicers will exchange data using the Common Data File, or CDF. However, TDHCA is including non-traditional mortgage loans in this program, such as contracts for deed, which may necessitate a certain amount of data exchange outside the CDF process.

Property Charge Default Resolution Program

The Property Charge Default Resolution Program will provide funds to bring current delinquent property charges, including past due property taxes, insurance premiums, HOA fees, condominium fees, cooperative maintenance or common charges, including up to 90 days of upcoming property charges. Payments will be remitted to third party payees, including tax collectors, insurance companies, HOAs, and other relevant parties. The maximum household assistance for this program is $25,000, and funds will be provided as a nonrecourse grant to the homeowner.

THE SOLICITATION

TDHCA is currently selecting a vendor or vendors to provide **Technology Services** (Service 1, Web-Based Portal), and **Administrative Services** (Services 2 through 6). Responding vendors may submit proposals to provide Technology Services and one, all, some, or none of the Administrative Services described below. Proposals strictly for administrative services are not being considered at this time. **TDHCA has a strong preference for a vendor that can provide Services 1 through 6**.

1. WEB BASED APPLICATION INTAKE AND PROCESSING SYSTEM
   A public-facing web-based platform/portal through which homeowners, , servicers, community development corporations, and housing counselors will apply directly to TDHCA for assistance and through which homeowners can upload required documentation. Both homeowner and servicer-based interfaces are a requirement of this program. The system is expected to allow for immediate application, but is expected to also have an option to provide a tutorial on how to apply. TDHCA is seeking a single technology solution for all phases of administering HAF.

2. APPLICATION REVIEW, PRIORITIZATION, UNDERWRITING, AND APPROVAL.
   Application review, prioritization, and processing, including review of submitted documentation, to be conducted using TDHCA-approved processes and checklists. Applications will be reviewed for completeness, and the vendor will perform outreach to and follow-up with homeowners, servicers, and other parties to obtain missing documents and information. Complete applications must be reviewed for eligibility using TDHCA-approved processes and checklists. Underwriting activities will include review of homeowner certifications and attestations, review and determination of household income eligibility, confirmation of delinquent mortgage loan payments with the Servicer, and review and approval of delinquent taxes and insurance. Additional underwriting may be required if

TDHCA submits and receives approval for additional programs. The majority of servicer information will be provided through the Common Data File (CDF).

3. CALCULATION OF PAYMENTS.
   Based on agreed-upon standards with TDHCA, provide daily reports of all payments to be made from the system to servicers, taxing authorities, condominium or homeowner associations, and other relevant parties. There may be additional payees to the extent that TDHCA submits and receives approval for additional programs.

4. PROCESSING PAYMENTS.
   Based on agreed-upon standards with TDHCA, serve as the conduit for funds by issuing all payments to servicers, taxing authorities, condominium or homeowner associations, and other related parties, with TDHCA providing vendor with daily or periodic disbursements to the vendor.

5. REPORTING.
   Prepare and provide all reports required by Treasury and TDHCA, including ad hoc reporting.

6. CALL CENTER OPERATIONS.
   Staffing, training, and management of a scalable call center to assist and support homeowner applicants, and direct inquiries from servicers, community development corporations, housing counselors, and others that will be seeking HAF information to the appropriate parties. Call center staffing must be able to provide support in multiple languages.

II. MINIMUM PROVIDER REQUIREMENTS FOR ELIGIBILITY TO PROVIDE SERVICES

A. Required experience, knowledge, skills, and abilities for developing, operating and providing services for a homeowner assistance web-based interface and application system (Service 1):

   1. At least five years of experience in conducting developing, operating and providing services for a homeowner assistance web-based interface and application system or other interface/application system deemed comparable by TDHCA;
   2. Experience in successfully hosting such web-based interface/application system for at least one state governmental entity;
   3. Experience in providing a homeowner web-based interface and application system that accommodates the CDF for secure communication and data exchange with mortgage loan servicers. Experience with the CDF is required; an additional, alternative servicer interface available to small or non-traditional mortgage loan servicers is preferred;
   4. Experience in providing ongoing technical assistance and operational support of such web-based interface/application system;
   5. Ability to have system prepared by agreed upon deadlines;
   6. Evidence that the vendor is financially sound and has the financial sustainability to maintain general operations for the contract period. Vendors are required to submit the following: the organization’s most recent audited or compiled financial statements that include an Income Statement documenting one full year of activities, and a Balance Sheet;

7. Vendor must be knowledgeable of and have experience with homeowner assistance programs and associated reporting requirements and with the deliverables reflected in this guidance document;
8. Vendor must have knowledge of the homeowner level data elements that will be stored in the system so that required federal reports can be generated;
9. Vendor's software solution must be hosted and designed for the program and reporting requirements, many of which have yet to be provided by Treasury;
10. Vendor must sign and comply with TDHCA's Information Security and Privacy Agreement (Exhibit A);
11. Vendor's software solution must comply with TDHCA's Technology Access Clause, regarding the accessibility of Electronic and Information Resources for persons with disabilities. TDHCA's Technology Access Clause is the following: Electronic and Information Resources Accessibility Standards, as Required by Texas Administrative Code (TAC), Title 1, Part 10, §213, Electronic and Information Resources (Applicable to State Agency and Institution of Higher Education Purchases):
    a. Effective September 1, 2006, state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter §213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. The term "Electronic and Information Resources" is defined in 1 TAC Chapter §213 and includes information technology hardware, software, and all electronic files created with software such as Microsoft Office. Any electronic files that the Vendor provides to TDHCA as work products associated with this contract shall comply with 1 TAC Chapter §213 accessibility requirements,
    b. Vendor shall provide TDHCA with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under §508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide TDHCA with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" is available at http://www.section508.gov, and the VPAT is located at http://www.itic.org/policy/accessibility/, and
    c. Texas Administrative Code (TAC) is available at http://www.sos.state.tx.us/tac/index.shtml.

B. Required experience, knowledge, skills, and abilities for performing one or more Administrative Services (Services 2 through 6) on behalf of TDHCA:

1. At least three years of experience in performing the specific administrative services proposed to be performed;
2. Experience in successfully performing the specific administrative services proposed to be performed for at least one state governmental entity; and
3. Ability to perform the specific administrative services by agreed upon deadlines.

C. The successful vendor must, at all times during the contract period, carry insurance which is customary within the industry for the work performed, including but not limited to professional liability insurance, workers' compensation insurance, and general commercial property insurance. The vendor must have insurance covering potential data breaches.

III. MINIMUM SYSTEM REQUIREMENTS FOR TECHNOLOGY SERVICES (SERVICE 1)

TDHCA is seeking a vendor to provide a single technology solution for all phases of administering the Texas Homeowner Assistance Fund. All data associated with this project and entered into the vendor's system, regardless of how the system is hosted, will be the sole property of TDHCA and may not be utilized by vendor for any unauthorized purpose.

A. REQUIREMENTS. TDHCA expects to purchase a vendor hosted software solution that can address the federally required components of this program and that has the flexibility to meet the requirements detailed below. Vendor software solutions should already be built and/or be customizable to capture the data elements that are required below:

1. Ability to provide multi-factor authentication, meaning the ability for an applicant to login to the system, and that ability is protected by the following required elements: 1) a user account/email address, 2) a password, and 3) a second authentication step, such as a temporary pass code sent through Short Message Service (SMS) or email that is set to expire within a duration configured by TDHCA;

2. An information security architecture that protects sensitive data contained within the system and complies with sections B and C of the TDHCA Information Security and Privacy Agreement (Exhibit A), as well as federal and state security laws and rules;

3. A user account management module to verify the identity of each individual using the system and to permit the per-individual tailoring of resources and access privileges. This module must also allow TDHCA to configure password length, complexity, aging, and history requirements;

4. Ability to integrate with the CDF in order to exchange data with servicers to determine and confirm delinquent mortgage loan payments and escrowed taxes and insurance to be remitted to servicers. Ability to batch process payments by servicer;

5. Capability for the applicant to access multiple Programs through one application;

6. Ability to have the system generate the AMI for the property address and household size, compare that generated AMI to the reported household AMI, and later to the confirmed household AMI, and designate one of the following categories:

- the AMI reported is confirmed as being at or below 30% AMI,
- the AMI reported is confirmed as being between 31% and 50% AMI,
- the AMI reported is confirmed as being between 51% and 80% AMI, and
- the AMI reported is confirmed as being between 80% AMI and 100% AMI;

7. Capability to put parameters within the application to automatically deny ineligible applicants, such as duplicate application attempts, over-income applicants, or underage applicants, and ability for TDHCA staff to override that ineligibility, if needed;

8. Capability for a household that has been denied assistance to resubmit;

9. Capability for the application to be filled out and submitted entirely by mobile phone;

10. Capability to have supporting documentation uploaded by the applicant, as either pdf, jpg or other photo files;

11. Provide for the tracking for obligation of funds in real time;

12. Capability for TDHCA to allocate available funds into set-asides for targeting and prioritization purposes, as well as to accommodate possible additional Programs that TDHCA may create under HAF in the future;
13. Ability to search the system by homeowner name, property address, or servicer for ease in accessing information about an application and to determine duplicate applications on the property or by the same applicant;
14. Ability to export all data fields for data manipulation and elimination of a need for duplicative data entry;
15. Capability for the system to calculate payments to be made as frequently as daily, by household, by servicer, and by payment type, and capability to track vendors and invoices and to generate financial reports;
16. the ability to gather, export, and report household level data as required by TDHCA and Treasury including, at a minimum, household address, income, and for the primary applicant for the household, gender, race, and ethnicity;
    - the capability to communicate with applicant through the system by email and text including automated messages (notification of receipt, notification of review status, notification of approval/denial) and personally generated messages such as requests for specific missing documents;
17. Capability to require homeowner attestations/certifications that meet electronic signature protocols and prevent submission of the application until such signatures are provided;
18. Reporting capability that includes at a minimum:
    - ability to sort by date/time received order, reported household income amount, confirmed household income amount, confirmed AMI percentage;
    - reports at least as often as daily to include the total number of applications received, number of applications approved, denied, or in-process, number and dollar amount of applications to be processed through CDF, number and dollar amount of applications to be processed outside the CDF, including non-escrowed taxes and insurance, and condominium or homeowners association fees, total amount for which payments have been made by AMI, by city, by county, or other category;
    - reports that can be provided to servicers that reflects all component parts of a batched payment to be made as frequently as daily, by servicer and by household;
    - ability to provide an up-to-date dashboard tracking application and payment status in real time
19. Ability for an applicant to check the status of their application;
20. Ability to download/extract all data fields;
21. Ability to have the application, the application training, and automated messages for homeowners available in English, Spanish, Vietnamese, Korean, and Mandarin ;
22. Ability for TDHCA staff to manually enter an application;
23. Ability for TDHCA staff to have the system perform a randomized selection from among all applications, within a set-aside, or among a subset of applications received;
24. An ad hoc reporting utility that can be used in the extraction of data or building of custom reports. This utility should allow a user the ability to run detailed reports/extracts by servicer or payee. The utility should also allow for the systematic scheduling,

executing, and transfer of data files so that an interface with TDHCA's accounting software (PeopleSoft Financials) can be developed;

25. Before the application goes live, and in accordance with Texas Government Code 2054.516 (https://texas.public.law/statutes/tex._gov%27t_code_section_2054.516), the system must be subjected to a third party cybersecurity vulnerability and penetration test and address any vulnerability identified in the test;
26. The vendor is required to develop training materials in English, Spanish, Vietnamese, Korean, and Mandarin to instruct and educate homeowners on how to apply for assistance; and
27. The vendor is required to develop training materials for servicers that are not familiar with the CDF file in order to ensure successful data exchange with those servicers.

B. STRONG PREFERENCE. TDHCA strongly prefers:

1. A system that has the capability to allow for financial tracking and reporting of payments in coordination with TDHCA for establishing format and content of financial data for interface with accounting system as necessary; and
2. A system that can track changes that are made by program staff to the entries or documents received by applicants to avoid problems with staff inadvertently or intentionally (for the wrong reasons) changing applicant records.

C. WISH LIST. TDHCA also prefers that the web-based system and application tool:

1. Provide the capability for staff to review and approve the submission within the system screens and record the staff determination; and
2. Have the capability to export data in a way that allows for confirmation that a reported household member has qualified for unemployment benefits with the Texas Workforce Commission; and

IV. OTHER PERFORMANCE REQUIREMENTS

TDHCA will expect that the vendor has dedicated personnel to assist the Department for the period of the contract for:

A. All needed system training, trouble-shooting, and ensuring effective ongoing operation of the website and system;
B. Any required upgrades; and
C. Providing technical support for TDHCA staff including after hours personnel if needed.

V. PROPOSAL SUBMISSION, TIMELINE, AND CONTENT

A. SUBMISSION METHOD

All vendor responses must be submitted electronically and by hard copy. For electronic submission, each responding vendor must email john.tomme@tdhca.state.tx.us to request a Serv-U account and credentials by which to transfer their presentation securely. One copy of your written proposal must be delivered to Texas Department of Housing and Community Affairs, Attention: HAF Vendor Response, 221 East 11th Street, Austin, TX, 78701. Both the electronic and physical submissions are due **no later than 2 pm CDT on Thursday, September 2, 2021**. The person submitting the proposal must have the authority to bind the organization in a contract.

B. TIME FRAME

TDHCA expects to narrow the list of vendors based on written responses received, and may select and award vendors based on written responses, or may request virtual presentations from select vendors.

If virtual presentations are requested:

- Each vendor selected will have a virtual presentation time set at a mutually agreeable time, but which will occur no later than September 15, 2021.
- Presentations may last no longer than 2 hours, of which at least 30 minutes must be provided as an opportunity for TDHCA to ask questions.

C. PROPOSAL CONTENT FOR TECHNOLOGY SERVICES (SERVICE 1, WEB BASED PORTAL)

The written proposal to provide the web based portal must include, at a minimum, the following information. Responses should be limited to 15 pages of text. Additional information such as sample work, audited financial statements, additional resumes and references, etc. may be submitted as appendices. Specifically state if there are any "all or none" components to your proposal.

1. **Business Organization.**
   State full name and address of your organization and identify parent company if the entity is a subsidiary. Specify the branch office or other subordinate element that will perform, or assist in performing, work herein. Indicate whether the entity operates as a partnership, corporation, or individual. Include the State in which the individual or entity is incorporated or licensed to operate. If the entity is, a State of Texas certified HUB, supply the HUB certification.
2. **Existing and Proposed System.**
   - Describe the product to be delivered, and how the product will meet the requirements described in III, A, Requirements. Identify all items noted in Section III, A that the vendor does not expect to be able to provide;
   - Describe whether the system proposed will address any of the Strongly Preferred items in Section III, B and how it will accomplish those items;
   - Describe whether the system proposed will address any of the Wish List items in Section III, C and how it will accomplish those items; and
   - Describe the Vendor's capacity to host the software solution.

3. **Process and Timeline for Accomplishing Work.**
   - Describe the technical steps and procedures that will be taken for accomplishing the required work.
   - Describe the timelines proposed for achieving the proposed work – in number of days from the date the proposal is accepted by TDHCA - including at a minimum:
     i. When the system will be operational, in accordance with specifications agreed upon by TDHCA, and ready for testing;
     ii. When the system will be ready to "go live" for a soft launch of a pilot program;
     iii. When the system will be able to be released publicly for application intake; and
     iv. If any components of deliverables are proposed that are not suggested to be ready at the time of the system being made available publicly, specify those components and timelines.

- Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points. Detail primary steps to be performed in proceeding from notice of acceptance.

4. **Project Management.**
    - Provide a general explanation and an organizational chart, which specifies project leadership and reporting responsibilities.
    - Identify personnel including names, qualifications, training and pertinent work history who will be assigned to the project and working with TDHCA staff. State the percentage of time each person will devote to this project. Provide resumes for all key persons identified.
    - If use of subcontractors is proposed, identify their placement in the primary management structure, and provide a brief internal management description for each subcontractor. Additional subcontractor detail, including references, may be provided as an appendix.

5. **Prior Experience and Systems.**
    - Describe relevant experience and individual experience for personnel who will be actively engaged in the project specifically focused on homeowner assistance payment systems and servicer data exchange, with and without use of the common data file.
    - For similar projects, supply the project title and year; number of households assisted, and amount of funds processed.
    - Provide a reference at state agencies that have used or are currently using this system for Hardest Hit Funds or for HAF. At least one relevant reference is required. Please include the name, title, agency name, email address, and phone number for the reference.

6. **Authorized Negotiator.**
    Include name, address, email address, and telephone number of person in the organization authorized to negotiate contract terms and render binding decisions on contract matters.

7. **Terms and Conditions, Affirmations, and Network Information Non-Disclosure Information.**
    Provide executed copies of Exhibit B, Terms and Conditions; Exhibit C, Affirmation Clauses and Exhibit D, Network Information Non-Disclosure Agreement. The Terms and Conditions in Exhibit B may be modified based on the specific negotiated contract terms and conditions of the award and further guidance from U.S. Treasury.

8. **Price Proposal.**
    Indicate the proposed price for the system, inclusive of the ongoing service and technical assistance during the contract period. The bid amount must include all costs associated with the project (i.e. system and technology needs, travel, etc.). Provide the method used in generating this proposed price (per household, flat fee, other). The proposal may include a limited allowance for contingencies. The system is to be hosted by the vendor and the proposed price should include all system related costs. Provide a breakdown of the price proposed including at least the following categories:
    - software purchase;
    - development of all initial product changes;
    - monthly amount for the software support reflected in your proposal including

technical support; and

- development of ongoing needed product changes and reports.

9. **Additional Exhibits to Submit**
   Provide executed copies of Exhibit A, Information Security and Privacy Agreement, and Exhibit E, HUB Subcontracting Opportunity Notification Form.

D. PROPOSAL CONTENT FOR ADMINISTRATIVE SERVICES (SERVICES 2 THROUGH 6), IF APPLICABLE

The presentation relating to any administrative services proposed to be provided must identify the specific Administrative Services proposed to be provided by the vendor. Specifically, state if any of the proposed services are a component of an "all or none" proposal and identify those specific components.

At a minimum, provide the following for EACH Administrative Service for which you are proposing to serve as provider and identify.

1. **Summary**.
   The Proposer shall provide a summary of one page or less, which gives in brief and concise terms, a summary of its proposal to serve as provider for the specific, identified, Administrative Service.
2. **Prior Experience.**
   a. Describe relevant experience of the vendor in providing the specific administrative service and individual experience for personnel who will be actively engaged in the oversight of that administrative service.
   b. For similar projects in the specific administrative service, describe the scope and size of the project undertaken relative to the scope and size of this project, and supply the project title, year, and an agency reference. Please include the name, title, agency name, email address, and phone number for the reference.
3. **Project Management.**
   a. Provide a general explanation and an organizational chart, which specifies project leadership and reporting responsibilities for the specific administrative service.
   b. Identify personnel including names, qualifications, training and pertinent work history who will be assigned to the vendor's performance of the administrative service and working with TDHCA staff. State the percentage of time each person will devote to this project. Provide resumes for all key persons identified.
   c. To the extent that this administrative service will require staff not currently employed by the vendor, describe how the vendor will:
      i. hire staff and provide an estimate for timeline for full staffing;
      ii. train staff and provide an estimate for timeline for training;
      iii. oversee staff; and
      iv. perform quality control on work products/performance of staff.
   d. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
4. **Process and Timeline for Accomplishing Work.**
   a. Describe the technical steps and procedures that will be taken for accomplishing the required work associated with the specific administrative service. Describe any software or tools to be used in performing the work of the specific administrative service.

b. For each administrative service address <u>at a minimum</u> the following relating to the process and work to be accomplished. Address for each administrative service estimated benchmarks, timelines, and deliverables. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points. Detail primary dates in proceeding from notice of acceptance.
   i. *For Application Review, Prioritization, Underwriting, and Approval,* an estimate of the number of staff to be hired to perform these reviews, the training plan for staff, the process that will be used to request missing information, tools management will use to oversee this workflow, and proposed report content to be provided to TDHCA. Benchmarks should include at a minimum by when the review team staff would be substantially hired, an estimated timeframe for how quickly reviews will be performed from the time of receipt, estimated goal timeline for releasing payments for eligible applicants, and reporting frequency to TDHCA. Indicate if this service is to be subcontracted, in part or in whole.
   ii. *For Calculation of Payments,* how the calculation of payments will be performed, including payments to servicers based on data exchanged through the CDF, what quality control mechanisms will be utilized, and how technical problems with calculations will be handled. Benchmarks should include at a minimum how frequently such calculations will be made, and reporting frequency to TDHCA.
   iii. *For Processing Payments,* estimated volume of payments expected to be made, staffing plan for accomplishing the work associated with these payments, what software system will be utilized for making such payments, procedures that will be used in ensuring opportunities for fraudulent payments are mitigated, what quality control mechanisms will be utilized, how technical problems with payments will be handled, tools management will use to oversee this workflow, and proposed report content to be provided to TDHCA. Benchmarks should include at a minimum how frequently payments will be made, an estimated timeframe for how quickly payments will be made from the time of household approval
   iv. *For Reporting,* plans for staying abreast of and meeting Treasury reporting requirements, and for responding to ad hoc requests for reporting by the Department.
   v. *For Call Center and Customer Service,* plans for approval of training content for those taking calls, plan for training of staff, data gathering tool for calls and data points to be gathered, any limitations on the content of the work to be covered, and whether the call center will complete applications on behalf of households if requested. Benchmarks should include at a minimum by when an estimated call center could be operational, by when staff would be trained, and frequency of reporting to TDHCA.

5. Price Proposal.

Indicate the monthly proposed price for performing the specific administrative service, inclusive of all costs associated with the project (e.g. system and technology needs, travel, etc.). Provide the method used in generating this proposed price (per household, flat fee, other method).

Provide a breakdown of the price proposed including at least the following categories:

- Upfront ramp-up costs;
- Ongoing monthly fee structure for the function proposed; and

- *For Call Center and Customer Service,* estimate should include staffing as well as technological systems required.

VI. SELECTION AND ACCEPTANCE

Proposals submitted shall constitute an offer for a period of ninety (90) days or until selection is made by TDHCA, whichever occurs earlier. TDHCA will review proposals for the potential for fulfillment of the requirements described herein. More than one contractor may be selected. In accordance with law, TDHCA will make its selection based upon its perception of the need for the vendor and the demonstrated competence, experience, knowledge, and qualifications to perform the required services. TDHCA reserves the right to make those decisions after receipt of responses, and TDHCA's decision on these matters is final.

Upon notification of selection by the Department, the selected vendor will be expected to:

1. Reach an agreed upon timeline for system testing; and the system going live;
2. Timely contract with TDHCA; and
3. Immediately schedule a meeting with identified key staff to solidify and formalize requirements and any agreed to variations.

VII. CONTRACT TERM, PERFORMANCE, BENCHMARKS, AND DELIVERABLES

The contract shall become effective when signed by both parties and shall terminate on the date specified in the contract. The original term of this contract will be for no more than twenty-four months, with a sixty-day close out period. The State may cancel this Contract with thirty days notice for any reason. This Contract may be extended, in the Department's sole discretion, delivered prior to the expiration of the current Contract, stating the new Contract expiration date, provided it is signed by a vendor representative by the date of the original contract or extension termination date and promptly returned to the Department. Extensions may be granted for a period of no more than one year, and for no more than three (3) additional years. Vendor will not be paid for performance rendered after the Contract expires unless the Contract is extended prior to the expiration of the Contract. Performance benchmarks and deliverables established based on the proposal submitted, and any otherwise agreed-to variations, will be reflected in the contract.

Deliverables acceptance will include, but is not limited to, items described in Section II and IV. Deliverables and deadlines will be established by staff. Deliverables are to be emailed to staff who will review deliverables and confirm completion and acceptance of the related information, or will request additional information as necessary. TDHCA has the option to notify of any failure to meet performance standards, and will request resolution within 10 calendar days of said notification. TDHCA may exercise any other right, remedy, or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce provisions of the Contract.

VIII. CONTACT WITH DEPARTMENT, PAYMENT AND CONTACT INFORMATION

It is the express policy of the Department that vendors responding to this request refrain from initiating any direct contact or communication with members of the Board of Directors with regard to this selection process. Any violation of this policy will be considered a basis for disqualification.

Additional information on this notice may be requested from Monica Galuski (monica.galuski@tdhca.state.tx.us). Requests must be in writing and responses may be shared with other vendors if applicable to all respondents.

The Vendor will be paid using the payment structure provided in the vendor's presentation as amended through negotiations and based on what is ultimately reflected in the contract. Prior to the submission of a payment request, Vendor shall electronically submit an invoice requesting payment that reflects a detailed breakdown of all costs requested. The Vendor may be requested to provide a full accounting of all costs and funds under this Contract and failure to do so may result in suspension of payments.

The vendor must submit a final invoice no later than 15 calendar days prior to the contract expiration date.

IX. PERFORMANCE STANDARDS

A. Performance under the contract will be measured by, but not limited to, 1) ability to perform contracted work by the benchmark dates and timelines established in the contract; 2) functionality and reliability of the system; and 3) quality of the work performed for any administrative services.

B. Failure to perform the contract-described activities will result in notification from the Department with opportunity to cure, with termination if not resolved. The Vendor will be held to the performance standards outlined in the contract. There will be a ten (10) day notice to cure for any failures before termination, except in cases of suspected criminal activity.

EXHIBIT A

Exhibit A
TDHCA Information Security and Privacy Agreement

This agreement ("ISP Agreement") is entered into by the Texas Department of Housing and Community Affairs, an official agency of the State of Texas ("Department"), and ______[name of entity]___________, a __[State and corporate form, i.e. "Texas Limited Liability Corporation" etc.]________________________________ ("Contractor"). The purpose of the agreement is to ensure the security and privacy of Protected Information belonging to persons who do business with the Department. Department Contractors are required to comply with all security and privacy measures herein. The scope and complexity of each Contractor's specific security and privacy measures will vary depending on the size of the organization and risks presented by Contractor's operations. This agreement is effective on the date it is fully executed by the parties.

A. Definitions

The following words and terms, when used in this Agreement, have the following meanings unless the context clearly indicates otherwise.

"Computing Device" means any personal computer, laptop, server, smart phone, or any other data processing device that is used to connect to the Department's network.

"Contractor" means a third party, including, but not limited to, outside auditors and legal counsel, funding agencies, Vendors or Subrecipients, including any of their Representatives that may gain access to Protected Information on account of a contract with the Department.

"Criminal History Records Information" – means, for the purposes of TEX. GOV'T. CODE §411, information collected about a person by a Criminal Justice Agency that consists of identifiable descriptions and notations of arrests, detentions, indictments, informations, and other formal criminal charges and their dispositions. The term doesn't include (i) identification information, including fingerprint records, to the extent that the identification information does not indicate involvement of the person in the criminal justice system; or (ii) driving record information under Subchapter C, Chapter 521 Transportation Code.

"Department" means the Texas Department of Housing and Community Affairs.

"Financial Statements of a Tax Credit Applicant" means, for purposes of TEX. GOV'T. CODE §2306.6717(d)(Public Information and Hearings), a formal statement of the financial activities of a Low Income Housing Tax Credit Applicant, submitted to the Department as part of a Low Income Housing Tax Credit Application, including but not limited to, the balance sheet, income statement, cash flow statement or changes in equity.

"Information Resources" means the procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors.

"ISP Agreement" means this agreement.

"Non-Public Personal Information" means, for purposes of the Graham-Leach-Bliley Act (15 USC §§6801-6809 and 6821-6827), and implementing regulations, personally identifiable financial information provided by an individual in connection with applying for or receiving a financial product or service, unless the information is otherwise publically available.

"Personal Identifying Information" means, for purposes of TEX. BUS. & COM. CODE Chapter 521 (Unauthorized Use of Identifying Information), and any implementing regulations, information that alone or in conjunction with other information identifies an individual, including an individual's name, Social Security number, date of birth, or government-issued identification number, mother's maiden name, unique biometric data including fingerprint, voice print, retina or iris image, unique electronic identification number, address, or routing code, and telecommunication access devices as defined by TEX. PENAL CODE §32.51.

"Personal or Business Financial Information" means, for purposes of TEX. GOV'T. CODE §2306.039 (Open Meetings and Open Records), any personal or business financial information including, but not limited to, Social Security numbers, tax payer identification numbers, or bank account numbers submitted to the Department to receive a loan, grant, or other housing assistance by a housing sponsor, individual or family.

"Protected Information" means Criminal History Records Information, Financial Statements of a Tax Credit Applicant, Non-Public Personal Information, Personal Identifying Information, Personal or Business Financial Information, Protected Health Information, Sensitive Personal Information, or Victims of Violence Information, and WAP Applications and Participation Information.

"Protected Health Information" has the meaning ascribed to it in 45 CFR §160.103. Generally, it includes any information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

"Representative" means any officer, employee, contractor, subcontractor, member, director, advisor, partner, or agent of a Contractor, or any person serving in such a role, however titled or designated.

"Sensitive Personal Information" means, for purposes of TEX. BUS. & COM. CODE Chapter 521 (Unauthorized Use of Identifying Information), an individual's first name or first initial and last name in combination with any one or more of the following items if the name and items are not encrypted: (1) social Security number, (2) driver's license or government-issued identification number, (3) account or credit/debit card number in combination with any required security code, access code, or password that would permit access, or (4) information that identifies or reveals an individual and the physical or mental health or condition of the individual, the provision of health care to the individual, or payment for the provision of health care to the individual. The term does not include publicly available information that is lawfully made publicly available.

"Subrecipient" An organization with whom the Department contracts, and entrusts to administer federal or state program funds, including but not limited to, units of local government, non-profit and for-profit corporations, administrators, community action agencies, collaborative applications, sub-grantees, NSP developers, land banks, participating mortgage lenders and non-profit owner-builder housing providers.

"Vendor" means a person or organization that supplies goods or services, properly procured under relevant laws, to the Department.

"Victims of Violence Information" means any information submitted to a covered housing provider, including the Department and its Contractors pursuant to 24 CFR §5.2007, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking. Also included pursuant to Tex. Gov't Code §552.138 is information regarding the location or physical layout, an employee, volunteer, former or current client, or the provision of services to a former or current client, a private donor, or a member of a board of directors or board of trustees of a family violence shelter center, victims of trafficking shelter center, or sexual assault program.

"WAP Applications and Participation Information" means, for purposes of Weatherization Program Notice 10-08, U.S. Department of Energy, issued February 1, 2010, regarding the Department of Energy Weatherization Assistance Program ("WAP"), any specifically identifying information related to an individual's eligibility application for WAP or the individual's participation in WAP, such as name, address, or income information.

B. Security Measures for Devices that Connect to Department Network

Any third-party Computing Device that is used to connect to the Department's internal network either physically or through a Virtual Private Network ("VPN") must meet the following requirements:

1. Contractor shall not access Department's networks with its own equipment unless (a) the equipment meets Department's security standards described herein, and (b) the Department has approved the access in writing.

2. Department-licensed software shall not be installed on a non-Department Computing Device unless explicitly permitted by the licensor, and authorized in writing by the Information Systems Director for the Department.

3. Contractor shall not access any area of Department premises except those specific areas for which Contractor has been given written permission by the Department.

4. Contractor shall ensure that any Computing Device that is connected to the Department network is compliant with all Department hardware, software, and security standards. This includes anti-virus software running the latest virus definition patterns and any critical security patches required to protect the device from outside vulnerabilities.

5. Contractor shall ensure that any of its Computing Devices remotely connected to the Department's network through VPN are not connected to any other external networks through VPN at the same time. Reconfiguration of any Contractor Computing Device that connects to the Department network for the purpose of split-tunneling or dual homing (multiple network cards) is not permitted.

6. Access to the Department's network shall only be granted for a period of time agreed upon in writing by both parties, however the period may be terminated earlier at the sole discretion of the Department, which discretion shall not be unreasonably exercised, upon not less than twenty-four (24) hours notice.

7. The Department shall not be responsible or liable for non-Department assets.

C. Security Measures for Maintenance of Department Protected Information External to the Department Network

Contractor and any Representative who maintains Department Protected Information in systems external to the Department network shall comply with the information technology (IT) security requirements defined below:

1. Contractor shall maintain an inventory of all IT assets, including all IT hardware, software, and data. The IT asset inventory shall be used in risk assessment activities and IT security policy development.

2. Contractor shall implement and maintain an IT risk management program in which risks are identified, documented, assessed, prioritized, controlled, and monitored.

3. Contractor shall ensure Protected Information is recoverable in accordance with its IT security policy.

4. Contractor shall adhere to monitoring techniques and procedures for detecting, reporting, and investigating security incidents.

5. Contractor shall provide IT security training to its employees upon hire and at a Contractor-defined frequency, thereafter. The training shall include appropriate elements from the IT security policy, shall stress the importance of protecting Protected Information, shall include notice of consequences for noncompliance with policy, accidental loss of Protected Information, or misuse of Protected Information, shall cover procedures for the proper disposal of Protected Information, and shall cover responding to security incidents and breaches. Contractor shall document all training and make the records available to the Department upon request.

6. Contractor shall conduct criminal background checks on its employees with access to Department Protected Information. Contractor shall make this information available to the Department upon request.

7. If Contractor performs software development on systems in which Department Protected Information is maintained, Contractor shall separate development and production environments and ensure that only staff with a need to update production data have this type of access. People who perform software development duties shall not have access to modify production data.

8. If Contractor performs software development on systems in which Department Protected Information is maintained, Contractor shall follow a software change control process, through which appropriate management approval shall be documented prior to the migration of software changes from development to production environments.

9. Contractor shall maintain and follow an IT security policy that shall be provided to the Department for approval before work begins. The IT security policy shall address the following topics and subtopics, where applicable, based on the size and complexity of the organization:
   a. Account Management and Systems Access
   b. Application Security
      i. Configuration management for PCs, laptops, and servers
      ii. Network Security and intrusion prevention
      iii. Patch management for PCs, laptops, and servers
      iv. Protection of routers, switches, and other network devices
      v. Security of wireless networks and devices
      vi. Virus and malware protection
   c. Authorized equipment and software
   d. Backup, recovery, testing, and continuity of operations
   e. Data classification
   f. Development or acquisition of Information Resources

g. Encryption
h. Handling and responding to security incidents
i. Physical security
j. Portable Computing Devices and Media
   i. Portable Computing Devices, including laptops, handheld computers, personal digital assistants, and cell phones
   ii. Portable media, including any removable discs, USB flash storage devices, hard drives, CDs, and DVDs
k. Release and disposal of Information Resources
l. Secure disposal of Protected Information
m. Secure physical file transfer
n. Secure electronic file transfer
o. Security awareness and training for employees
p. Testing and monitoring of the controls defined in the IT Security Policy

10. The following are specific requirements that shall be included in Contractor's IT security policy and shall be in effect for as long as Contractor retains any Department Protected Information.
   a. Contractor facilities shall be restricted to appropriate personnel using access restraints such as access cards or keys. Servers, network equipment, and backup media shall be maintained in locked, unlabeled facilities with access restricted to designated employees.
   b. For file security or file transfer requiring encryption, Contractor shall use 256-bit FIPS 140-2 approved security functions. For guidance, refer to Annex A: Approved Security Functions for FIPS PUB 140-2, *Security Requirements for Cryptographic Modules*, at https://csrc.nist.gov/publications/fips.
   c. Portable Computing Devices or media containing Protected Information of individuals participating in Department programs or Department employees shall comply with the following requirements:
      i. Portable computing devices shall be password protected.
      ii. Contractor shall not physically transport portable computing devices or media containing Protected Information of individuals participating in Department programs or Department employees outside of its facilities or from one facility to another without encrypting all Protected Information following the encryption requirement defined above. For definitions and guidance, refer to NIST Special Publication 800-111, *Guide to Storage Encryption Technologies for End User Devices*, at http://csrc.nist.gov/publications/nistpubs/index.html.
   d. Contractor shall not email Protected Information unless the information is encrypted following the encryption requirement defined above.
   e. Contractor shall not use unencrypted Internet protocols, such as Hyper Text Transfer Protocol ("HTTP") or File Transfer Protocol ("FTP"), to transfer Protected Information over the Internet. Contractor shall use Secure File Transfer Protocol ("SFTP") with 256-bit encryption or better or HTTPS with Transport Layer Security ("TLS") [version 1.2 or later] with 256-bit encryption or better.

f. Contractor's password policy shall require the following elements: minimum length, combination of alpha and numeric or special characters, and password duration and rotation.
g. Contractor shall ensure that only software that has been evaluated and pre-approved by Contractor is installed on any of its Computing Devices or network devices.
h. If Contractor maintains servers that host applications or services accessible over the Internet, Contractor shall logically segment network resources and services, so that those intended for internal use only are separated into private IP networks and those intended to be accessible from the Internet are separated into public IP networks. Contractor shall at a minimum use firewall and access control list technologies so that only necessary Internet ports and services are open to appropriate network resources.
i. Contractor shall consult the Department regarding the transfer, sale, or disposal of all Computing Devices, network devices, and electronic media containing Department Protected Information and provide for sanitization of said information using industry best practices like those defined in NIST Special Publication 800-88, *Guidelines for Media Sanitization*, at http://csrc.nist.gov/publications/nistpubs/index.html. This paragraph 11(i), shall survive the expiration or termination of any or all agreements that Contractor has with the Department, including this Agreement, as long as Contractor has possession or control of any Protected Information.

11. The Department may provide assistance to Contractor upon request by sending an email request to tsupport@tdhca.state.tx.us .

D. General Requirements

1. In the event of an actual or suspected breach involving Department Protected Information stored by the Contractor, Contractor shall promptly notify the Department no later than twenty-four hours after discovery of the incident. The Contractor will coordinate and cooperate fully with the Department in making all breach notifications and taking all actions required by law to effect the required notifications.

2. If Contractor receives a request pursuant to the Texas Public Information Act for Protected Information maintained by Contractor, Contractor shall notify the Department within three (3) days of the receipt of the request by forwarding the request to open.records@tdhca.state.tx.us

3. The Department does not share Non-Public Personal Information for any purposes except for the purposes described in 25 CFR §1016.14 (processing and servicing transactions) and §1016.15 (other exceptions). All other uses of Non-Public Personal Information by Contractor are prohibited, including, but not limited to, using Non-Public

Personal Information for marketing purposes.

4. Upon reasonable notice, and during regular business hours, Contractor shall make available for copying or inspection by the Department, the Office of the Attorney General, or the State Auditor's Office (and the U.S. Secretary of Health and Human Services if Protected Health Information is involved), records kept by Contractor related to the execution of its obligations under this ISP Agreement.

5. This ISP Agreement is the parties' entire agreement on this subject and supersedes all prior or contemporaneous agreements. Any modifications to this ISP Agreement shall not be effective unless in writing and signed by both parties; provided, Department may amend this ISP Agreement, in its sole discretion in order to conform it to federal or state law.

6. Contractor shall ensure that only Representatives with a need to know will have access to any Protected Information and ensure that those Representatives read this ISP Agreement and comply with the requirements listed herein.

7. This ISP Agreement is not assignable or transferable by either party without prior written consent. Failure to enforce any provisions of this agreement will not constitute a waiver.

8. This ISP Agreement is governed by the laws of the State of Texas.

9. This ISP Agreement is effective on the date both parties have signed below, and shall remain in effect so long as Contractor has access to Protected Information.

TO SHOW THEIR AGREEMENT, the parties have caused this ISP Agreement to be executed by their undersigned, duly authorized representatives on the dates below.

Contractor	**Texas Department of Housing and Community Affairs**
By: ________________________________	**By:________________________________**
Printed Name: ______________________	**Printed Name:______________________**
Title:______________________________	**Title:_____________________________**
Date:_____ /______/_______	**Date:______ /______/_______**

EXHIBIT B

EXHIBIT B

TERMS AND CONDITIONS

Alphabetical Order

1. **Abandonment or Default**

   If the Provider defaults on the Contract, TDHCA (also referred to herein as "agency") reserves the right to cancel the Contract if the Provider fails to cure the breach within a seven (7) day period following notice of such breach and either re-solicit or re-award the Contract to the next best responsive and responsible Provider. The defaulting Provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the TDHCA based on the seriousness of the default. *In the event of abandonment or default and termination of the Contract by TDHCA, Provider may be found responsible for paying damages to TDHCA for some or all costs incurred by TDHCA, including but not limited to re-procurement costs*.

   Provider shall have the right to terminate the Contract if the TDHCA materially defaults on its obligations hereunder, or does not make payment of a properly submitted invoice by the due date, upon seven (7) days' prior written notice if not cured within such period.

2. **Additional Categories**

   Additional categories of goods or services may be added to the Contract at offer rates for equivalent categories and under the same terms and conditions of the existing Contract. Categories are to be prorated according to period of coverage. The cap, or limit that can be added to the Contract for categories is dependent upon agreement of both parties.

3. **Age Discrimination Act of 1975**

   The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 CFR. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance. Provider represents and warrants its compliance with the requirements of the Age Discrimination Act of 1975, and its implementing regulations, as each may be amended.

4. **Amendments**

   Except as provided in the Contract, the Contract may be amended only upon written agreement between TDHCA and Provider; however, any amendment of this Contract that conflicts with the laws of the State of Texas or the federal laws associated with this Contract shall be void ab initio.

5. **Americans With Disabilities Act/Section 504 of the Rehabilitation Act**

   The Americans with Disabilities Act of 1990 (ADA), as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto. Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance. Provider represents and warrants its compliance with the requirements of the ADA and Section 504 and its implementing regulations, as each may be amended.

6. **Antitrust**

   Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider or the firm, corporation, partnership, or institution represented by Provider, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as the Provider.

7. **Applicable Law; Venue**

   This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the Contracting agency.

8. **Assignment**

   Provider shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the TDHCA. Any attempted assignment in violation of this is void and without effect.

9. **Binding Effect**

   The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees and delegates.

10. **Buy Texas**

In accordance with Texas Government Code, Section 2155.4441 of the Texas Government Code, Provider agrees that during the performance of a Contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

11. Change in Law and Compliance with Laws

Provider must comply with all laws, regulations, requirements and guidelines applicable to Provider in its performance of the services to TDHCA hereunder as these laws, regulations, requirements and guidelines currently exist and as mutually agreed to through written amendment throughout the term of this Contract. *TDHCA* reserves the right, in its sole discretion, to seek to amend this Contract prior to award and throughout the term of the Contract to incorporate any modifications necessary for *TDHCA*'s compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements, and guidelines and Provider agrees to negotiate in good faith any such amendment request.

12. Computer Equipment Recycling Program

If Provider is submitting a response for the purchase or lease of computer equipment, then Provider certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

13. Confidentiality and Open Records

Information, documentation, and other material in connection with this Solicitation or any resulting Contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Provider is required to make any information created or exchanged with TDHCA pursuant to this Contract available in a format that is accessible by the public at no additional charge to TDHCA.

The following are the format requirements of this Contract:

a. Information created or exchanged with TDHCA on paper will be made available either on paper or scanned Portable Document Format (PDF) files.
b. Information created or exchanged with TDHCA through email, email attachments, or other form of electronic file transfer will be made available in the same format in which it was originally created or exchanged, with the following exception. If the requestor is unable to read the original format with software that they already own or is available at no cost, the Provider will either print the requested information, convert it to PDF, or after obtaining approval from TDHCA, convert it to another file format that can be read with software that is available at no cost.
c. Information created or exchanged with TDHCA through software applications and stored in databases will be made available through an export to comma-separated values (CSV) format or, after the Provider obtains approval from TDHCA, another format that can be read with software that is available at no cost.
d. An information request received by the Provider directly from the public will be communicated to TDHCA within 48hours after the day the request is received. After gathering all information that is responsive to the request, but in no event later than 5 business days after receiving the information request, the Provider will transfer the information to TDHCA for review so that TDHCA can redact information that TDHCA is specifically authorized to redact, and determine whether any of the information should be otherwise withheld. The Provider shall not provide any requested information directly to the public. If Provider cannot gather and transfer all responsive information to TDHCA within the 5 business day time limit, Provider shall contact Jeff Pender, TDHCA Legal Services at (512) 475-4752, as soon as it determines it cannot make the 5 business day deadline, but, in no event any later than 3 business days after receiving the request for information.

14. Damage to Government Property

In the event of loss, destruction or damage to any TDHCA or State of Texas real or tangible property by Provider or Provider's employees, agents, subcontractors, and suppliers while in Provider's sole possession and control or to the extent caused by Provider's negligence or intentional misconduct, Provider shall be liable to TDHCA and the State of Texas the full cost of repair, reconstruction or replacement of the lost, destroyed or damaged property. Provider will reimburse TDHCA and the State of Texas for such property damage within ten (10) calendar days after Providers receipt of TDHCA's notice of amount due.

15. Debts or Delinquencies to State

The Comptroller is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the state. Provider agrees that, to the extent Provider owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Provider is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Provider agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

16. Deceptive Trade Practices; Unfair Business Practices

Provider represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Provider has not been found to be liable for such practices in such proceedings. Provider certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

17. RESERVED

18. Disclosure of Interested Parties

Provider represents and warrants that if selected for award of a Contract as a result of the Solicitation, Provider will submit to TDHCA a Certificate of Interested Parties prior to Contract execution in accordance with Section 2252.908 of the Texas Government Code.

19. Discounts

If Provider at any time during the term of the Contract provided a discount on the final Contract costs, Provider will notify TDHCA in writing ten (10) calendar days prior to the effective date of the discount. TDHCA will generate a Purchase Order Change Notice /Amendment and send a revised Purchase Order or fully executed Amendment (containing both party signatures) to Provider.

20. Dispute Resolution

The dispute resolution process provided for in, Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract.

21. Drug Free Workplace

The Provider represents and warrants that it shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 *et seq.*), and regulations at 31 CFR Part 20, and maintain a drug-free work environment.

22. Electrical Items

All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

23. RESERVED

24. Eligibility

Under the Texas Government Code, § 2155.004 (relating to certain taxes), Provider represents and warrants that Provider is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate. Provider represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State of Texas. Also, Texas Government Code, § 2155.004 prohibits a person or entity from receiving a state Contract if that person or entity received compensation for participating in preparing the solicitation or specifications for the Contract.

25. Equal Employment Opportunity

Provider represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

26. E-Verify System

Provider certifies that it utilized and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of: 1) all persons employed to perform duties within Texas during the Contract Period; and 2) all persons, including Subcontractors, assigned by the Provider to perform work pursuant to the Contract within the United States of America.

27. Fair Housing Act

Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability. Provider represents and warrants its compliance with the requirements of the Fair Housing Act, and its implementing regulations, as each may be amended

28. Family Code

Under Texas Family Code, Title 5, Subtitle D, Section 231.006 (d) relating to child support, the Provider certifies that the individual or business entity named in this procurement is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. Furthermore, any Provider subject to Section 231.006 must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the response. This information must be provided prior to award.

29. False Statements

Provider represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a Contract is a material breach of Contract and may void the submitted Response and any resulting Contract.

30. Federal Occupational Safety and Health Law

Provider represents as warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

31. Federal Standards

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. The applicable provisions of 2 CFR Part 200, Appendix II applicable to contractors thereunder shall apply to this Contract.

b. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25 and pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.

c. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (Contracts and Subcontracts described in 2 CFR. Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19.

d. New Restrictions on Lobbying, 31 CFR Part 21.

e. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Provider should adopt and encourage its Subcontractors (as applicable) to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles while performing services pursuant to this Contract.

f. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Provider should encourage its employees, and Subcontractors to adopt and enforce policies that ban text messaging while driving pursuant to the performance of services hereunder, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

32. Federal, State, and Local Requirements

Provider shall comply with the Federal Tax Reform Act of 1986, §1706, amending §530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees as applicable. Provider is responsible for both federal and State unemployment insurance coverage, and standard Worker's Compensation Insurance coverage as applicable. Provider shall comply with all applicable federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Provider or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Provider shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from tax liability, unemployment insurance, or workers' compensation in the Provider's performance of the Contract.

33. Felony Criminal Convictions

Provider represents neither Provider nor its employees, agents, or representatives, including any Subcontractors and employees, agents, or representative of such Subcontractors, assigned to perform the services hereunder have been convicted of a felony criminal offense or that if such a conviction has occurred Provider has fully advised *TDHCA* in writing of the facts and circumstances surrounding the conviction.

34. Financial Interests; Gifts

Provider represents and warrants that neither Provider nor any person or entity that will participate financially in this Contract has received compensation from *TDHCA* or any agency of the State of Texas for participation in preparation of specifications for this Contract. Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with the submitted Response.

35. Force Majeure

Neither Provider nor *TDHCA* shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

36. Funds owed to Federal Government

a. Any funds paid to Provider (1) in excess of the amount to which Provider is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General or TDHCA to have been misused; or (3) that are not repaid by Provider as may be required by Treasury or TDHCA pursuant to Section 501(d) shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Provider. A debt is delinquent if it has not been paid by the date specified in Treasury's or TDHCA's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 CFR §901.9.

c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

37. Funding/Excess Obligations Prohibited/Non-Appropriation

The Contract is subject to termination or cancellation, without penalty to TDHCA, either in whole or in part, subject to the availability of state funds. TDHCA is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TDHCA becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either TDHCA's or Provider's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of termination or cancellation under this Section, TDHCA will not be liable to Provider for any damages, that are caused or associated with such termination, or cancellation, and TDHCA will not be required to give prior notice.

38. Immigration

Provider represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. §1101 *et seq.*) and all subsequent immigration laws and amendments.

39. INDEMNIFICATION

PROVIDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TDHCA, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES ("INDEMNIFIED PARTIES") FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM THIRD PARTY CLAIMS BROUGHT AGAINST ANY SUCH INDEMNIFIED PARTY FOR BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT DIRECTLY AND PROXIMATELY CAUSED BY ANY NEGLIGENT ACTS OR OMISSIONS OF PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

40. Independent Contractor

Provider and Provider's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent Contractors in providing the services under the Contract. Neither Provider nor TDHCA is an agent of the other and neither may make any commitments on the other party's behalf. Should Provider Subcontract any of the services required in the Contract, Provider expressly understands and acknowledges that in entering into such subcontract(s), *TDHCA* is in no manner liable to any Subcontractor(s) of Provider. In no event shall this provision relieve Provider of the responsibility for ensuring that the services performed under all Subcontracts are rendered in compliance with the Contract. Provider shall have no claim against TDHCA for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Provider and TDHCA.

41. Insurance

Provider represents and warrants that it will, within five (5) business days of executing this agreement, provide TDHCA with current certificates of insurance or other proof acceptable to TDHCA of the following insurance coverage: Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract; Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: $500,000 minimum each occurrence; $1,000,000 per general aggregate. Provider represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from A.M. Best, and authorized to provide the corresponding coverage. Provider also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to policyholder who in turn shall notify TDHCA if replacement insurance meeting the requirements and specifications herein cannot be obtained. Provider represents and warrants that it shall maintain the above insurance coverage during the term of this Contract.

42. Legal and Regulatory Actions

Provider represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Provider or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Provider's performance under the Contract, relate to the solicited or similar goods or services, or otherwise be relevant to the TDHCA's consideration of the Response. If Provider is unable to make the preceding representation and warranty, then Provider instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Provider's performance under the Contract, relate to the solicited or similar goods or service, or otherwise be relevant to TDHCA's consideration of the Response. In addition, Provider represents and warrants that it shall notify TDHCA in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Agency may constitute material breach of Contract and may result in immediate termination of the Contract.

43. License Grant

Provider hereby grants to TDHCA a non-exclusive, perpetual, irrevocable, worldwide, transferable, fully paid, royalty-free, right and license: (a) to reproduce, modify, distribute, store, publicly perform, publicly display, create derivative works of, and otherwise exploit the deliverables, in each case without any restricts and without accounting to Provider; and (b) to sublicense any or all such rights to third parties for doing the same solely on behalf of TDHCA.

44. Limitation on Authority

Provider shall have no authority to act for or on behalf of *TDHCA* or the State of Texas except as expressly provided for in the Contract; no other authority, power or use is granted or implied. Provider may not incur any debt, obligations, expense or liability of any kind on behalf of TDHCA or the State of Texas*.*

45. Lobbying Prohibition

Provider represents and warrants that TDHCA's payments to Provider and Provider's receipt of appropriated or other funds under the Contract are not prohibited by Sections §556.005 or §556.0055 of the Texas Government Code.

46. Media Releases

Provider shall not use TDHCA's name, logo, or other likeness in any press release, marketing material, or other announcement without TDHCA's prior written approval. TDHCA does not endorse any Provider, commodity, or service. Provider is not authorized to make or participate in any media releases or public announcement pertaining to this procurement, the Response or the services to which they relate without TDHCA's prior written consent, and then only in accordance with explicit written instructions from TDHCA.

47. Merger

This Contract contains the entire agreement between Provider and *TDHCA* and supersedes any prior understandings or oral or written agreements between *TDHCA* and Provider on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Contract and any attachments shall be valid unless in writing and executed by *TDHCA* and Provider.

48. No Conflicts of Interest

Provider represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest in violation of applicable law or reasonably create an appearance of impropriety in violation of applicable law.

49. No Implied Waiver

No provision of the Contract shall be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to TDHCA as an agency of the State of Texas or otherwise available to TDHCA. The failure to enforce or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities detailed in the Contract or otherwise available to TDHCA by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

50. No Liability Upon Termination

If this Contract is terminated for any reason, *TDHCA* and the State of Texas shall not be liable to Provider for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Provider may be entitled to the remedies provided in Government Code, Chapter 2260.

51. No Quantity Guarantees

TDHCA makes no express or implied warranty whatsoever that any minimum compensation or minimum quantity will be guaranteed under the Contract.

52. No Third-Party Beneficiaries

The Contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Contract as a third- party beneficiary or otherwise.

53. Notices

Any written notices required under this Contract will be by either hand delivery to Provider's office address specified on Page 1 of this Contract or by overnight carrier, to Texas Department of Housing and Community Affairs, PO Box 13941, Austin, TX 78711-3911*.* Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this section by written notification to the other party.

54. Partially Completed Work

No later than the third calendar day after the termination of this Contract, or at *TDHCA* request, Provider shall deliver to *TDHCA* all completed, or partially completed, Work Product,. Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of this Contract. Provider shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the *TDHCA*.

55. RESERVED

56. Payments/Prompt Payment

Prior to authorizing payment to Provider, *TDHCA* shall evaluate Provider's performance using the performance standards set forth in all documents constituting the Contract. Provider shall provide invoices to *TDHCA* for Commodities/Services provided/performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

57. Payments-Refund

Provider will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by TDHCA which are not expressly authorized under the Contract.

58. Personnel

Provider shall assign only qualified personnel to this Contract. Provider, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required. Provider shall provide to TDHCA prior written notice and obtain prior approval from the Department of any proposed change in key personnel involved in providing services under this Contract.

Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of Provider as applicable. No subcontract under the Contract shall relieve Provider of responsibility for ensuring the requested services are provided. If Provider uses a subcontractor for any or all of the work required, the following conditions shall apply:

a. Providers planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.
b. Subcontracting shall be solely at Provider's expense.
c. TDHCA retains the right to check subcontractor's background and approve or reject the use of submitted subcontractors.
d. Provider shall be the sole contact for TDHCA. Provider shall list a designated point of contact for all TDHCA inquiries.

59. Property Rights/Work Made for Hire

For purposes of the Contract, the term "Work Product" is defined as all work papers, materials, approaches, designs, specifications, systems, software, programs, source code, documentation, methodologies, concepts, intellectual property or other property and/or results of the services that are developed, produced, generated or provided to TDHCA in connection with, or as a result of, the services provided under the Contract, excluding any Provider Materials. TDHCA and Provider intend this agreement to be a Contract for the services and each considers and expressly intends and agrees that the Work Product to be rendered by Provider shall be a work-made-for-hire. Provider and Provider's employees will have no rights in or ownership of the Work Product or any other property of TDHCA. Provider acknowledges and agrees that upon full payment the Work Product (and all rights therein, including without limitation all intellectual property rights) belongs to and shall be the sole and exclusive property of TDHCA. If for any reason the Work Product would not be considered a work-made-for-hire under applicable law, upon full payment, Provider does hereby irrevocably sell, assign, and transfer to TDHCA, its successors and assigns, the entire right, title and interest in and to the Work Product and any and all intellectual property rights embedded therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing, excluding any Provider Material. Provider agrees to execute all papers and to perform such other property rights, as reasonably necessary to secure for TDHCA or its designee the rights herein assigned. In the event that Provider has any rights in and to the Work Product that cannot be assigned to TDHCA, upon full payment for the applicable Work Product, Provider hereby grants to TDHCA an exclusive, worldwide, royalty-free, irrevocable, and perpetual license to directly and indirectly reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, such rights to make, have made, use, sell and offer for sale any Work Products developed by practicing such rights, and to otherwise use such rights, with the right to sublicense such rights through multiple levels of sublicenses. No later than the third calendar day after the termination or expiration of the Contract or upon TDHCA's written request, Provider shall deliver to TDHCA all completed, or partially completed, Work Product and any and all versions thereof, provided that any partially completed Work Product shall be provided on an as-is basis, without warranty of any kind and shall be paid for on a pro rata basis based on services performed giving rise thereto. Failure to timely deliver such Work Product may be considered a material breach of the Contract. Provider will not make or retain any copies of the Work Product or any and all documentation or other products and results of the services without the prior written consent of TDHCA. However, TDHCA consents to Provider retaining an archival copy of the Work Product, or portion thereof, for Provider's records. Any publications produced with funds from this award must display the following language: "This project is supported, in whole or in part, by federal funds awarded to the Texas Department of Housing and Community Affairs by the U.S. Department of the Treasury."

For purposes of this section, "Provider Material" mean works of authorship, materials, information and other intellectual property created prior to or independently of the performance of the services, or created by the Provider or its subcontractors as a tool for their use in performing the services, plus any modifications or enhancements thereto and derivative works based thereon. Provider retains ownership of such Provider Materials. Provider hereby grants to TDHCA the right to use, for TDHCA's internal business purposes, any Provider Materials included in the Work Product in connection with its use of the Work Product.

60. Records Retention

Provider shall maintain and retain all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for Contract funds are in accordance with applicable U.S. Treasury and State of Texas requirements. The Treasury Office of Inspector General, the Government Accountability Office, TDHCA, the Texas State Auditor's Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Vendor in order to conduct audits or other investigations. These records will be maintained and retained by Provider for a period of seven (7) years after the Contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.

61. Secure Erasure of Hard Disk Capability

All equipment provided to TDHCA by Provider that is equipped with hard disk drives (*e.g.,* computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such equipment, either at the end of the equipment's useful life or the end of the related services agreement for such equipment, in accordance with 1 TAC Chapter 202.

62. Security Policy

Provider shall comply with TDHCA policies of which Provider has been apprised in advance in writing regarding building access and physical security as appropriate. Provider shall comply with TDHCA's Computer Services Security Policies as appropriate of which Provider has been apprised in advance in writing. The selected Provider will conform to the State of Texas Security policies and procedures for handling data of which Provider has been apprised in advance in writing. Provider acknowledges that no personally identifiable or private information collected will be used, sold or shared by the Provider for any purpose other than the intended purpose. In the event of a security breach arising from Provider's breach of its obligations hereunder or negligence where personal identifiable information such as names, mailing addresses, birthdates, social-security numbers, credit card information and drivers license data is disclosed, Provider will be responsible for, on behalf of TDHCA, notifying anyone affected by such a security breach whose personal identifiable information was breached, if such notice is required by applicable law. Failure to comply with agreed upon security standards set forth herein may lead to the suspension or termination of this Contract. If a security breach occurs that is the fault of the agency, the selected Provider will not be liable if the agency is at fault.

63. Service Adjustment/Contingency Requirements

The State envisions the necessity from time to time to incur additional changes against this Contract to be considered "Service Adjustments/Contingency Requirements" (SACR). This is to include any service recognized to be needed to accommodate unforeseen occurrences and agreed to be performed by Provider. This SACR shall not exceed agreed upon percentage by both parties of the total estimated cost by the awarded Provider.

64. Severability Clause

If any provision of the Contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the Contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

65. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties.

66. Smoking

TDHCA has a policy of being a smoke-free agency. The policy reflects our commitment to providing a healthy environment for all our employees and visitors. This policy prohibits smoking within any state building or on the grounds. Provider, by acceptance of this Contract, agrees to abide by this policy when on the property of *TDHCA*.

67. Schedule Compliance

Provider and TDHCA will use diligent efforts to perform their respective responsibilities in accordance with any agreed upon project schedule dates in the performance of this Contract.

68. Substitutions

Substitutions are not permitted without written approval from *TDHCA*.

69. RESERVED

70. Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the TDHCA or the State of Texas of any immunities from suit or from liability that the TDHCA or the State of Texas may have by operation of law.

71. Subcontractors

Provider may not subcontract any or all of the work and/or obligations due under the Contract without prior written approval of the TDHCA. Subcontracts, if any, entered into by the Provider shall be in writing and be subject to the requirements of the Contract. Should Provider subcontract any of the services required in the Contract, Provider expressly understands and acknowledges that in entering into such subcontract(s), TDHCA is in no manner liable to any subcontractor(s) of Provider. In no event shall this provision relieve Provider of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract.

72. Survival of Terms

Expiration or termination of the Contract for any reason does not release Provider from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

73. Taxes

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. TDHCA will furnish Tax Exemption Certificates upon request. Provider represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Provider or its employees. TDHCA shall not be liable for any taxes resulting from the Contract.

74. TDHCA's Right to Audit

Provider will make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by Provider pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by TDHCA and the State of Texas.

75. Television Equipment Recycling Program

If Provider is submitting a response for the purchase or lease of covered television equipment, then Provider certifies that it is in compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

76. Terms and Conditions Attached to Response

Any terms and conditions attached to the response will not be considered unless specifically referred to in the vendor's proposal.

77. Termination or Expiration

In the event that the Contract is terminated for any reason, or upon its expiration, TDHCA shall retain ownership of all associated Work Products and documentation obtained from the Provider under the Contract as set forth hereunder in Section 59 - Property Rights/Work Made for Hire.

78. Testing and Inspection

TDHCA may test and inspect goods and services purchased under the Contract to ensure compliance with the specification of the Contract.

79. Trademark License

TDHCA hereby grants to Provider, for the term of the Contract, a limited non-exclusive, royalty-free, non-assignable, non-transferable license to reproduce TDHCA's trademarks on published materials in the United States related to the performance of the Contract, provided that such license is expressly conditional upon, and subject to, the following:

a. Provider is in compliance with all provisions of the Contract;
b. Provider's use of the trademarks is strictly in accordance with the quality standards and in conformance with the reproduction requirements as otherwise communicated by TDHCA;
c. Provider takes no action to damage the goodwill associated with the trademarks, and refrains from any attempt to contest, attack, dispute, challenge, cancel and/or oppose TDHCA's right, title and interest in the trademarks or their validity;
d. Provider makes no attempt to sublicense any rights under this trademark license; and
e. Provider complies with any marking requests TDHCA may make in relation to the trademarks, including without limitation to use the phrase "Registered Trademark", the symbol "™", the registered trademark symbol "®" and/or any equivalent thereof.

80. Trademark Ownership

Provider hereby acknowledges and agrees that the trademarks remain the exclusive property of TDHCA, that all right, title and interest in and to the trademarks is exclusively held by TDHCA, and all goodwill associated with such trademarks inures solely to TDHCA.

81. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance.

82. Unfair Business Practices

Provider represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Provider has not been found to be liable for such practices in such proceedings. Provider certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

83. Use of State Property

Provider is prohibited from using State Property for any purpose other than performing Services authorized under the Contract. State Property includes, but is not limited to, TDHCA's office space, identification badges, TDHCA information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any TDHCA-issued software, and the TDHCA Virtual Private Network (VPN client)), and any other resources of TDHCA. Provider shall not remove State Property from the continental United States. In addition, Provider may not use any computing device to access TDHCA's network or e-mail while outside of the continental United States. Provider shall not perform any maintenance services on State Property unless the Contract expressly authorizes such services. During the time that State Property is in the possession of Provider, Provider shall be responsible for (i) all repair and replacement charges incurred by TDHCA that are associated with loss of State Property or damage beyond normal wear and tear that is caused by Provider, subject to any applicable limitation of liability provisions hereof and (ii) all charges attributable to Provider's use of State Property that exceeds the Contract scope. Provider shall fully reimburse such charges to TDHCA within ten (10) calendar days of Provider's receipt of TDHCA's notice and Provider's confirmation of amount due. Use of State Property for a purpose not authorized by Contract shall constitute breach of Contract and may result in termination of the Contract and the pursuit of other remedies available to TDHCA under Contract, at law, or in equity.

84. Vendor Past Performance

The State Procurement Division (SPD), a division of the Comptroller of Public Accounts (CPA), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agencies shall report vendor performance on purchases over $25,000 from Contracts administered by CPA, or any other purchase over $25,000 made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under $25,000. Vendor Performance shall be reported through the CPA Vendor Performance Tracking System – https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking. The purpose of the Vendor Performance Tracking System is to: identify vendors that have exceptional performance, aid purchasers in making a best value determination based upon vendor past performance, protect the state from vendors with unethical business practices, provide performance scores in four measurable categories for the CMBL vendors, and track vendor performance for delegated and exempt purchases.

85. Waiver of Consequential Damages; Limitation of Liability

PROVIDER SHALL NOT BE LIABLE TO TDHCA FOR ANY CLAIMS, LIABILITIES, OR EXPENSES RELATING TO THIS CONTRACT OR THE SERVICES HEREUNDER ("CLAIMS") FOR AN AGGREGATE AMOUNT IN EXCESS OF TWO (2) TIMES THE CONTRACT VALUE HEREUNDER, EXCEPT TO THE EXTENT RESULTING FROM THE RECKLESSNESS, BAD FAITH OR INTENTIONAL MISCONDUCT OF PROVIDER. NOTWITHSTANDING ANY OTHER PROVISON TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, ANTICIPATED OR OTHERWISE, OR LOSS OF REVENUES IN CONNECTION WITH OR ARISING OUT OF, OR IN CONNECTION WITH, THE SUBJECT MATTER OF THIS CONTRACT.

86. Whistleblowers Protections

In accordance with 41 U.S.C. §4712, Provider may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal Contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal Contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Contract (including the competition for or negotiation of a Contract) or grant.

a. The list of persons and entities referenced in the paragraph above includes the following: a member of Congress or a representative of a committee of Congress; an Inspector General; the Government Accountability Office; a

Treasury employee responsible for Contract or grant oversight or management; an authorized official of the Department of Justice or other law enforcement agency; a court or grand jury; and/or a management official or other employee of TDHCA, Provider, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

b. Provider shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

(Updated 20210112)

EXHIBIT C

EXHIBIT C

AFFIRMATION CLAUSES

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE PROPOSAL. PROPOSALS THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE PROPOSAL SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

By signature hereon, Respondent certifies that:

A. All statements and information prepared and submitted in the response to this RFP are current, complete, and accurate.

B. Respondent has not given, offered to give, nor intends 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 the submitted response.

C. Neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this Proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.

D. Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, Respondent qualifies as a Texas Resident Bidder as defined in Section 2155.444(c) of the Texas Government Code.

E. Pursuant to Section §2155.004(a) of the Texas Government Code, Respondent certifies that neither Respondent nor any person or entity represented by Respondent has received compensation from TDHCA to participate in the preparation of the specifications or solicitation on which this Response or contract is based. Under Section §2155.004(b) of the Texas Government Code , Respondent certifies that the individual or business entity names in the Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification in inaccurate.

F. In accordance with Section §669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of the Agency, (2) a person who at any time during the four years before the date of the contract was the executive head of the Agency, or (3) a person who employs a current or former executive head of the Agency.

G. In accordance with Section 2252.901 of the Texas Government Code, Respondent represents and warrants that for professional services contracts as described by Chapter 2254 of the Texas Government Code, if a former employee of the TDHCA was employed by Respondent within one year of the employee's leaving the TDHCA, then such employee will not perform services on projects with Respondent that the employee worked on while employed by the TDHCA.

H. Under Texas Government Code §669.003 (relating to contracting with an executive of a state agency), by signature hereon, Respondent certifies that it:
    - (A) (1) is not the executive head of the agency contracting herein; (2) was not at any time during the past four years the executive head of the agency contracting herein; (3) does not employ a current or former executive head of a state agency; or
    - (B) Respondent and the agency contracting herein have complied with the requirements of the above referenced statute concerning board approval and notice to the Legislative Budget Board.

    Respondent acknowledges that this Contract may be terminated at any time, and payments withheld, if this certification is false.

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

J. Pursuant to Section 572.069 of the Texas Government Code, Respondent certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for TDHCA involving Respondent within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

K. Respondent agrees that any payments due under this contract will be applied towards any debt or delinquency that is owed to the State of Texas.

L. In accordance with 13 TAC §6.94(a) (9), Respondent shall provide to TDHCA the descriptions of its business continuity and disaster recovery plans.

M. If Respondent is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that Respondent does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Respondent does not make that certification, Respondent must indicate that in its Response and state why the certification is not required.

N. Respondent certifies that it is not listed in the prohibited Respondents list authorized by Executive Order 13224 “Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

O. Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

P. Respondent certifies that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity. Entities ineligible for federal procurement are listed at https://www.sam.gov.

Q. Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a Response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under §2155.006 and 2261.053 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

R. Pursuant to §2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Respondent or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Respondent or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

S. By submitting the Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of Respondent and to bind Respondent under any contract that may result from the submission of this Response.

RESPONDENT (COMPANY): ____

SIGNATURE (INK): ____

NAME (TYPED/PRINTED) ____

TITLE: ____ DATE: _____________________

STREET: ____

CITY/STATE/ZIP: ____

TELEPHONE AND FACSIMILE NUMBERS: _____________________________________

TEXAS IDENTIFICATION NUMBER (TIN): __________________________________

EXHIBIT D

EXHIBIT D
TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
NETWORK INFORMATION NON-DISCLOSURE AGREEMENT ("NDA")

The Texas Department of Housing and Community Affairs ("TDHCA") and the party identified in the Company Acknowledgement signature table ("the Company"), enter into this Network Information Non-Disclosure Agreement ("NDA") for the purpose of preventing the unauthorized disclosure of Network Information in relation to the ________ agreement dated as of __, 2021, between the parties, to which this attached as Attachment F and into which this is incorporated. The Company, which is or will be providing Services, agrees to the following:

1. The effective date of this NDA is the date that the Authorized Representative of the Company signs the NDA.

2. The term **"**Network Information**"** encompasses all of the following items:
   a. configuration files for TDHCA information technology hardware, including computer systems, networking equipment, firewalls, and security appliances;
   b. diagrams of the TDHCA network;
   c. account lists from TDHCA systems;
   d. application source code;
   e. security assessments and vulnerability reports; and
   f. any files or documents that TDHCA designates as Network Information in writing, through email or hard copy, at the time TDHCA provides the files or documents to the Company.

3. The term "Services" means consulting work or other technical assistance work that a) the Company is or will be performing for TDHCA and b) has an assigned TDHCA purchase order number.

4. From the effective date of this NDA and at all times thereafter, the Company shall maintain the confidentiality of all Network Information and use commercially reasonable efforts to prevent any unauthorized use, disclosure, or duplication. Except as stated in item 5, the Company may only disclose Network Information to the Company employees who are involved in providing Services.

5. The Company may disclose Network Information when compelled to do so by law if it provides reasonable prior notice, if permitted by applicable law, and allows reasonable participation by TDHCA, unless a court orders otherwise.

6. At the request of TDHCA or within 30 calendar days after the completion of Services, the Company shall destroy all Network Information in its possession by such means as would render reconstruction impossible. Upon request, the Company shall certify in writing to TDHCA compliance with this paragraph 6.

7. The Company shall promptly notify TDHCA of any known possession, use, knowledge, disclosure, or loss of Network Information in contravention of this NDA; promptly furnish to TDHCA all known details and assist TDHCA in investigating and preventing the reoccurrence of such possession, use, knowledge, disclosure, or loss; and reasonably cooperate with TDHCA in any investigation or litigation deemed necessary by TDHCA. The Company shall bear its own costs in complying with this NDA.

8. The obligation to maintain confidentiality and the restrictions on use, disclosure, duplication, protection, and security of Network Information by the Company shall survive the completion of Services and remain in full force and effect except with respect to such Network Information which, through no fault of the Company, becomes part of the public domain.

9. The Company shall ensure that only Company Representatives with a need to know will have access to any Network Information. The term "Company Representative" includes Company employees, Contractors, consultants, or other individuals to whom the Company grants access to Network Information.

Company Acknowledgement

Authorized Representative of [Replace with Company Name]	**TDHCA Representative**
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Signature:	Signature:

EXHIBIT E

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HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

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

➤ **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- ☐ Section 2 c. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a *continuous contract** in place for more than five (5) years *meets or exceeds* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a *continuous contract** in place for more than five (5) years *does not meet or exceed* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - No
- ☐ Section 4 - Affirmation
- ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- ☐ Section 3 - Self Performing Justification
- ☐ Section 4 - Affirmation

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

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HUB Subcontracting Plan (HSP)

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

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

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

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

- - Agency Special Instructions/Additional Requirements - -

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

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: ____________ State of Texas VID #: ____________

Point of Contact: ____________ Phone #: ____________

E-mail Address: ____________ Fax #: ____________

b. Is your company a State of Texas certified HUB? ☐ **- Yes** ☐ **- No**

c. Requisition #: ____________ Bid Open Date: ____________ (mm/dd/yyyy)

Enter your company's name here: ______________________ Requisition #: ______________

SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS

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

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

☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)

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

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

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

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

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

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to Item d, of this SECTION.)

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

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

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

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

Enter your company's name here: ____________________ Requisition #: ____________

SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

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

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

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

Enter your company's name here: ______________________________ Requisition #: ______________

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

SECTION 4: AFFIRMATION

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

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

Signature	Printed Name	Title	Date (mm/dd/yyyy)

Reminder:

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

HSP Good Faith Effort - Method A (Attachment A)

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Enter your company's name here: ______________________ Requisition #: ______________

IMPORTANT: If you responded "*Yes*" to **SECTION 2, Items c** or **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

SECTION A-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: ______________________________

SECTION A-2: SUBCONTRACTOR SELECTION

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

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: ______________________________ Requisition #: ______________

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

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: ______________________________

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

☐ - Yes (If *Yes*, continue to SECTION B-4.)

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

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

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

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

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

Enter your company's name here: ______________________ Requisition #: ____________

SECTION B-4: SUBCONTRACTOR SELECTION

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

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

Item Number: _____ Description: ______________________

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

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐- Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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

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

HUB Subcontracting Opportunity Notification Form

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

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

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

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: ______________________ State of Texas VID #: __________

Point-of-Contact: ______________________ Phone #: __________

E-mail Address: ______________________ Fax #: __________

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: ______________________

Point-of-Contact: ______________________ Phone #: __________

Requisition #: ______________________ Bid Open Date: __________ (mm/dd/yyyy)

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

1. Potential Subcontractor's Bid Response Due Date:

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

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

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

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

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable