

REQUEST FOR PROPOSAL

by

The University of Texas at Arlington

for

Selection of a Vendor to Provide

Hand Held Radio System Upgrade and Replacement

RFP No. 2018-010

Submittal Deadline: November 9, 2018

Issued: October 12, 2018

REQUEST FOR PROPOSAL

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SECTION 1:

INTRODUCTION

1.1 Description of University

The University of Texas at Arlington is a Carnegie Research-1 “highest research activity” institution. With a projected global enrollment of close to 57,000 in Academic Year 2016-17, UTA is the largest institution in The University of Texas System. Guided by its Strategic Plan *Bold Solutions | Global Impact*, UTA fosters interdisciplinary research within four broad themes: health and the human condition, sustainable urban communities, global environmental impact, and data-driven discovery. UTA was recently cited by *U.S. News & World Report* as having the second lowest average student debt among U.S. universities. *U.S. News & World Report* also ranks UTA fifth in the nation for undergraduate diversity. The University is a Hispanic-Serving Institution and is ranked as the top four-year college in Texas for veterans on *Military Times*’ 2017 “Best for Vets” list.

The University's main campus in Arlington includes approximately 420 acres bisected by Trading Horse Creek and more than 100 buildings (the “**Campus**”). UT Arlington is home to the city's first mixed-use, residential and retail development – College Park District. The 7,000-seat College Park Center is the district's centerpiece and the new home court for UT Arlington basketball and volleyball, concerts, commencement exercises and other major events. The two (2) other campuses operated by the University are located in Fort Worth, Texas, at Riverbend Park and the University of Texas at Arlington Fort Worth Center.

1.2 Background and Special Circumstances

The University, specifically the Office of Information Technology – Network Services, is upgrading and modernizing its hand held radio system. The successful implementation partner will provide the necessary labor, expertise, materials, training and support required to deploy either an upgrade or a replacement for the current UTA radio system.

The current system is a Motorola RKR1225 5-Channel Trunked Radio System with approximately 500 handsets assigned to various UTA personnel. UTA PD has their own radio system.

The University is expecting the new system to provide:

- A minimum of 16 digital channels,
- Inclusiveness of alternative delivery channels (i.e. mobile devices),
- Reliable and efficient radio functionality for all UTA operational groups, and
- Accommodation for the communication requirements between these groups.

Reliability of the current system has been an on-going concern. Specifics of the current system that are in need of improvement include, but are not limited to, uninterrupted service, sufficient resources/channels to minimize “busy” signals, coverage provided pervasively throughout the defined coverage area (main campus and remote locations), handsets or smart devices that are designed to operate in excess of 10 hours without recharge.

1.3 Objective of Request for Proposal

The University of Texas at Arlington (**University**) is soliciting proposals from qualified vendors to provide an upgrade and replacement of our handheld radio system and equipment. The details of the services needed are more specifically described in **Section 5.5** (Scope of Work) of this Request for Proposal (**RFP**).

1.4 Term of the Agreement

The initial term of the resulting Agreement will be for **Three (3)** years, and thereafter the University shall have the right, at its option, to renew the Agreement for up to **Three (3)** additional renewal terms of (1) year each.

Prices for year one are to be firm. At the end of year one and each renewal (if any), the rates may be increased, decreased or remain unchanged. If an adjustment is requested by the vendor, the adjustment must be justifiable and substantiated by documentation from a recognized trade index for this service sector or commodity group. The index to be used must be mutually agreed upon by both the vendor and the University at least ninety (90) days prior to the expiration of the then current term. If the price increase is not justifiable and the University and vendor cannot

reach a mutually agreeable price, the Agreement may be terminated. Likewise, if the index shows a change in favor of the University, a corresponding decrease in price should be offered. In no instance shall an adjustment exceed 3% of the previous price.

Note: The University will consider a **Five (5)** year initial term if the Proposer can show the longer term will provide monetary value to University (ref. Section 6).

1.5 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by [§61.003, Education Code](#)) to use the group purchasing procurement method (ref. §§[51.9335](#), [73.115](#), and [74.008](#), *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System (**UT System**), which is comprised of fourteen institutions described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

1.6 Addenda and Additional RFP Documents

Any addenda or other subsequently released RFP documents will be posted to the Electronic State Business Daily (ESBD) website. They will not be sent directly to potential proposers. It is the Proposer's responsibility to periodically check the ESBD website for additional RFP documents. RFP documents can be acquired by accessing the [Electronic State Business Daily](#) website (<http://esbd.cpa.state.tx.us/>) and selecting University of Texas at Arlington from the agency list and searching for the RFP number.

1.7 Parking

Employees of companies who park their personal vehicle in UTA parking facilities, or any property owned or controlled by UTA, to perform their duties are required to purchase a faculty/staff or daily permit. For more information visit the University's Parking and Transportation Services website at <https://www.uta.edu/pats/parking/guest-parking.php>.

SECTION 2:

NOTICE TO PROPOSER

2.1 Submittal Deadline

University will accept proposals until **3:00 p.m.** Central Time, on **Friday, November 9, 2018** (Submittal Deadline).

2.2 RFP Contact Information and Questions

Proposers and other interested parties may direct all questions or concerns regarding this RFP to the following University contact (the "**University Contact**"):

Kris Kizer
Contract Specialist
Email: Kristopher.Kizer@uta.edu
RFP No. 2018-010

*The University instructs interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) in accordance with this Section on or before **October 26, 2018 (Question Deadline)**, or (ii) if questions relate to Historically Underutilized Businesses, in accordance with **Section 2.5**.*

University will provide responses as soon as practicable following the Question Deadline. University intends to respond to all timely submitted questions. However, University reserves the right to decline to respond to any question.

2.3 Criteria for Selection

The successful Proposer, if any, selected by University through this RFP will be the Proposer that submits a proposal on or before the Submittal Deadline that is the most advantageous to University. **Contractor** means the successful Proposer under this RFP.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) service, (2) total overall cost, and (3) project management expertise.

The evaluation of proposals and the selection of Contractor will be based on the information provided in the proposal. University may consider additional information if University determines the information is relevant.

Criteria to be considered by University in evaluating proposals and selecting Contractor, will be these factors:

2.3.1 Threshold Criteria Not Scored

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

2.3.2 Scored Criteria

2.3.2.1 Cost of goods and services (30%)

- Primarily the actual cost paid for the equipment and services proposed

2.3.2.2 Reputation of the Proposer and of the Proposer's goods or services (15%)

- Based on a survey of references as well as general industry knowledge of the evaluation team

2.3.2.3 Quality of the Proposer's goods or services (15%)

- Types and breadth of services proposed

2.3.2.4 Extent to which the goods or services meet the University's needs (20%)

- Is the proposer an industry leader in this field?
- Will the proposer assign a dedicated representative to the University?
- What other value-added services and support does the proposer offer?

- Ability to meet University implementation timeline (see section 2 in the Statement of Work).

2.3.2.5 Proposer's past relationship with the University (5%)

- Has the proposer performed satisfactory work for the University previously?
- Are there any known issues with this vendor and their previous work for the University?

2.3.2.6 Total long-term cost to the University of acquiring the Proposer's goods or services (5%)

- What additional costs will be required to support the Proposer's solution?
- What cost offsets or other financial considerations does the Proposer offer?

2.3.2.8 Any other relevant factors that a private business entity would consider in selecting a vendor (10%)

- Does the proposer have a backup/recovery plan in the event of unforeseen issues?
- Does the vendor have adequate staff to handle the University's volume?

2.4 Key Events Schedule

Date RFP Issued	<u>October 12, 2018</u>
Pre-Proposal Conference (ref. Section 2.6)	<u>1:00 p.m. Central Time on Thursday, October 25, 2018</u>
Question Deadline (ref. Section 2.2)	<u>3:00 p.m. Central Time on Monday, October 26, 2018</u>
Submittal Deadline (ref. Section 2.1)	<u>3:00 p.m. Central Time on Friday, November 9, 2018</u>
HUB Subcontracting Training	<u>10:00 a.m. Central Time on Friday, October 26, 2018</u>

2.5 Historically Underutilized Businesses

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

NOTE: A "How to successfully complete the HUB Subcontracting Plan (HSP)" call-in session will be held on **October 26, 2018 at 10:00 a.m. Central Prevailing Time, 877-820-7831, passcode 587776**. All methods for completing the plan will be covered in the session with time allotted for questions and answers. We encourage your HSP preparer's attendance of this session to ensure meeting the State of Texas HUB Subcontracting Plan requirements and avoid your bid being disqualified.

- 2.5.2 University has reviewed this RFP in accordance with [34 TAC §20.285](#), and has determined that subcontracting opportunities are probable under this RFP.
- 2.5.3 A HUB Subcontracting Plan (**HSP**) is a required part of the proposal. The HSP will be developed and administered in accordance with University's Policy on Utilization of Historically Underutilized Businesses, attached as **APPENDIX TWO**.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including **APPENDIX TWO**. Proposers that fail to submit the HSP will be considered non-responsive to this RFP as required by [§2161.252, Government Code](#).*

Questions regarding the HSP may be directed to:

Laurie Thompson,
HUB Program Coordinator
(817) 272-2039
lauriethompson@uta.edu

Contractor will not be permitted to change its HSP unless: (1) Contractor completes a new HSP in accordance with the terms of **APPENDIX TWO**, setting forth all modifications requested by Contractor, (2) Contractor provides the modified HSP to University, (3) University approves the modified HSP *in writing*, and (4) all agreements resulting from this RFP are amended in writing to conform to the modified HSP.

- 2.5.4 Proposer must submit one (1) complete original paper copy of HSP to University at the same time it submits its proposal to University (ref. SECTION 3.2 of this RFP). The original of the HSP must be submitted under separate cover and in a separate envelope (HSP Envelope). Proposer must ensure that the top outside surface of its HSP Envelope clearly shows and makes visible:

2.5.4.1 The RFP No. and the Submittal Deadline (ref. **Section 2.1**) in the lower left hand corner,

2.5.4.2 Name and the return address of Proposer, and

2.5.4.3 Phrase "HUB Subcontracting Plan."

Any proposal submitted in response to this RFP that is not accompanied by a separate HSP Envelope meeting the above requirements may be rejected by University and returned to Proposer unopened as non-responsive due to material failure to comply with advertised specifications.

University will open Proposer's HSP Envelope prior to opening the proposal to confirm Proposer submitted the HSP. Proposer's failure to submit the HSP will result in University's rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

NOTE: The requirement that Proposer provide the HSP under this **Section 2.5.4** is separate from and does not affect Proposer's obligation to provide University with the number of copies of its proposal specified in **Section 3.1**.

- 2.5.5 University may offer Proposer an opportunity to seek informal review of its draft HSP by University's HUB Office before the Submittal Deadline. If University extends this offer, details will be provided at the Pre-Proposal Conference (ref. **Section 2.6**) or by other means. Informal review is designed to help address questions Proposer may have about how to complete its HSP properly. Concurrence or comment on Proposer's draft HSP by University will *not* constitute formal approval of the HSP, and will *not* eliminate the need for Proposer to submit its final HSP to University as instructed by **Section 2.5**.

2.6 Pre-Proposal Conference

University will hold a **mandatory** pre-proposal conference at **1:00 p.m.**, Central Prevailing Time on **Thursday, October 25, 2018**, in **Room FAAA102 of the Watson Building** (ref. **APPENDIX 3 Campus Map**). The pre-proposal conference will allow all Proposers an opportunity to ask University representatives relevant questions and clarify provisions of this RFP. Immediately following the pre-proposal meeting, there will be a tour of the UTA campus and relevant site locations. UTA will furnish transportation for the campus site visit tour.

Pre-proposal conference location: **University of Texas at Arlington**
219 W. Main St.
Arlington, TX 76019
Room: FAAA 102

NOTE: Please RSVP your pre-proposal meeting and tour attendance by emailing Kristopher Kizer at Kristopher.Kizer@uta.edu by **5:00 pm Central Time on Tuesday, October 23, 2018**. In your email, please provide the following information:

- a. Names of people in party (maximum of two)
- b. If ADA or other accommodations are required.

Only proposals submitted from those Proposers that sign the Pre-Proposal Conference Sign-In Sheet and attend the campus site visit tour will be considered.

SECTION 3:

SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit (a) one (1) complete paper copy of its *entire* proposal, and (b) *one (1) complete electronic copy of its entire proposal in a single .pdf file on a flash drive*. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of the submitted paper copy of the proposal.

NOTE: It is not necessary to reproduce and submit our original RFP document in its entirety. Any exceptions to the RFP content or terms and conditions can simply be noted in your proposal submission.

Note: University will not accept proposals submitted by telephone, proposals submitted by Facsimile (“**FAX**”) transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP (**APPENDIX ONE, Section 1.9.6**).

3.2 Submission

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

Kris Kizer
Contract Specialist
The University of Texas at Arlington
219 W. Main St.
Arlington, TX 76010

3.3 Proposal Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of one hundred eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

3.4 Terms and Conditions

3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Terms and Conditions (ref. **Section 4**), the Notice to Proposer (ref. **Section 2**), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5**). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

- 3.4.1.1. Specifications and Additional Questions (ref. **Section 5**);
- 3.4.1.2. Terms and Conditions (ref. **Section 4**);
- 3.4.1.3. Proposal Requirements (ref. **APPENDIX ONE**);
- 3.4.1.4. Notice to Proposers (ref. **Section 2**).

3.5 Submittal Checklist

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

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

3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6**)

SENT AND TO BE COMPLETED AND RETURNED AS A SEPARATE DOCUMENT

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

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

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

3.5.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** and **APPENDIX TWO**). (An Editable HUB Form is located on the Electronic State Business Daily (ESBD) posting under this RFP 2018-010 <http://www.txsmartbuy.com/sp>).

3.5.7 Responses to Electronic and Information Resources Environment Specifications (ref. **APPENDIX FIVE**).

3.5.8 Responses to Security Characteristics and Functionality of Contractor's Information Resources (ref. **APPENDIX SIX**).

3.5.9 Responses to INFORMATION SECURITY RIDER, Contracting Party Attestation of Information Security practices (ref. **APPENDIX SEVEN**).

SECTION 4:

GENERAL TERMS AND CONDITIONS

NOTE: If Proposer takes exception to any terms or conditions set forth in **Section 4** of this RFP, Proposer must submit a list of the exceptions and/or proposed alternate language in their proposal. Any exceptions or alternate language will be reviewed the University and acceptance is at the sole discretion of the University.

4.1 General

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

As indicated in Section 2.3 of this RFP, the successful Proposer is referred to as the "Contractor".

4.2 Payment

University agrees to pay fees due under this Agreement in accordance with the Texas Prompt Payment Act ("**Act**"), Chapter 2251, Government Code. Pursuant to the Act, payment shall be deemed late on the 31st day after the later of: 1) the date the performance of the Services under this Agreement are completed, or 2) the date University receives an invoice for the Services. University will be responsible for interest on overdue payments equal to the sum of: 1) one percent, plus 2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year (University's fiscal year begins September 1) that does not fall on a Saturday or Sunday. University will have the right to verify the details set forth in Contractor's invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Contractor at mutually convenient times; (b) examining any reports with respect to the Project; and (c) other reasonable action. The cumulative amount of all payments will not exceed the amount of this Agreement.

4.3 Tax Exemption

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

4.4 Prompt Payment Discount

Notwithstanding any other provision of this Agreement, University is entitled to a "**Prompt Payment Discount**" of ____% off of each payment that University submits within ____ days after University's receipt of Contractor's invoice for that payment.

4.5 Contractor's Obligations

- 4.5.1 Contractor will perform the Services in compliance with all applicable federal, state and local, laws, regulations, and ordinances. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, *Business and Commerce Code*, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to University's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.
- 4.5.2 Contractor represents, warrants and agrees that (a) it will use commercially reasonable efforts to perform the Services in a good and workmanlike manner and in accordance with commercially reasonable standards of Contractor's profession or business, and (b) all of the Services to be performed will be of the quality that prevails among similar businesses engaged in providing similar services in major United States urban areas under the same or similar circumstances.
- 4.5.3 Contractor will call to University's attention in writing all information in any materials supplied to Contractor (by University or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.

- 4.5.4 Contractor warrants and agrees that the Services will be accurate and free from any material defects. Contractor's duties and obligations under this Agreement will at no time be in any way diminished by reason of any approval by University nor will Contractor be released from any liability by reason of any approval by University, it being agreed that University at all times is relying upon Contractor's skill and knowledge in performing the Services.
- 4.5.5 Contractor will, at its own cost, correct all material defects in the Services as soon as practical after Contractor becomes aware of the defects. If Contractor fails to correct material defects in the Services within a reasonable time, then University may correct the defective Services at Contractor's expense. This remedy is in addition to, and not in substitution for, any other remedy for defective Services that University may have at law or in equity.
- 4.5.6 Contractor will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Contractor will cause all persons connected with Contractor directly in charge of the Services to be duly registered and/or licensed under all applicable federal, state and local, laws, regulations, and ordinances. Contractor will assign to the Project a designated representative who will be responsible for the administration and coordination of the Services.
- 4.5.7 Contractor represents that if (i) it is a corporation, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, limited liability partnership, or limited liability company then it has all necessary power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 4.5.8 Contractor represents and warrants that neither the execution and delivery of this Agreement by Contractor nor the performance of its duties and obligations under this Agreement will (a) result in the violation of any provision [i] if a corporation, of Contractor's articles of incorporation or by-laws, [ii] if a limited liability company, of its articles of organization or regulations, or [iii] if a partnership, of any partnership agreement by which Contractor is bound; (b) result in the violation of any provision of any agreement by which Contractor is bound; or (c) to the best of Contractor's knowledge and belief, conflict with any order or decree of any court or other body or authority having jurisdiction.
- 4.5.9 Contractor represents and warrants that all of Contractor's Personnel contributing to the Work Material (ref. **SECTION 4.24**) under this Agreement will be required to (i) acknowledge in writing the ownership of Contractor (for the benefit of University) of the Work Material and each element thereof produced by the Personnel while performing services pursuant to this Agreement and (ii) make all assignments necessary to effectuate such ownership. "**Personnel**" means any and all persons associated with Contractor who provide any work or work product pursuant to this Agreement, including officers, managers, supervisors, full-time employees, part-time employees, and independent contractors.
- 4.5.10 Contractor represents and warrants that: (i) the Services will be performed solely by Contractor, its full-time or part-time employees during the course of their employment, or independent contractors who have assigned in writing all right, title and interest in their work to Contractor for the benefit of University; (ii) University will receive free, good and clear title to all Work Material developed under this Agreement; (iii) the Work Material and the intellectual property rights protecting the Work Material are free and clear of all encumbrances, including security interests, licenses, liens, charges or other restrictions; (iv) the Work Material will not infringe upon or violate any patent, copyright, trade secret, trademark, service mark or other property right of any former employer, independent contractor, client or other third party; and (v) the use, reproduction, distribution, or modification of the Work Material will not violate the rights of any third parties in the Work Material, including trade secret, publicity, privacy, copyright, trademark, service mark and patent rights.
- 4.5.11 If this Agreement requires Contractor's presence on University's premises or in University's facilities, Contractor agrees to cause its representatives, agents, employees and subcontractors to become aware of, fully informed about, and in full compliance with all applicable University rules and policies, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

4.6 Family Code Child Support Certification

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

4.7 Tax Certification

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

4.8 Payment of Debt or Delinquency to the State

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

4.9 Loss of Funding

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

4.10 Notices

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

If to University: Office of Information Technology
University of Texas at Arlington
PO Box 19318
Arlington, TX 76019
Attention: Renee Stanley
E-Mail: rstanley@uta.edu
Ref. RFP #: 2018-010

with copy to: Procurement Services
University of Texas at Arlington
219 W. Main St.
Arlington, TX 76010
Attention: Kristopher Kizer

If to Contractor: _____

Attention: _____

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

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

University of Texas at Arlington
Procurement Services
219 W. Main St.,
Arlington, TX 76010
Fax: 817.272.2685
Email: cornwell@uta.edu
Attention: Julia Cornwell

with copy to:

University of Texas at Arlington
CFO & VP for Business Affairs
219 W. Main St.
Arlington, TX 76010
Fax: 817.272.7135
Email: kdavis@uta.edu
Attention : Kelly Davis

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

4.11 State Auditor's Office

Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "**Auditor**"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation including providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

4.12 Venue; Governing Law

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

4.13 Breach of Contract Claims

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

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

- 4.13.1.2 If the parties are unable to resolve their disputes under Section 4.13.1.1, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by University.
- 4.13.1.3 Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, *Civil Practices and Remedies Code*. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.

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

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

4.14 Compliance with Law

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

4.15 Records

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

4.16 Insurance

4.16.1 If the resulting contract requires the presence of Contractor, its employees, agents, suppliers or subcontractors (if any) on the property of The University of Texas at Arlington, Contractor will maintain and cause its agents, suppliers and subcontractors (if any) to maintain the following insurance coverage's with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M Best Rating of A-:VII or better, and in amounts not less than the following minimum limits of coverage:

Worker's Compensation Employer's Liability	Statutory Limits \$1,000,000 per Accident, Employee and Policy Limit
Commercial General Liability	\$1,000,000 per Occurrence
Personal & Advertising Injury	\$1,000,000 per Occurrence
General Aggregate	\$2,000,000 per Policy Limit
Product/Completed Ops	\$2,000,000 Aggregate
Business Auto Liability	\$1,000,000 Combined single limit of liability per accident for Bodily Injury and Property Damage

- *Must cover all owned, non-owned, or hired automobiles.*
- *Must include On-Hook Towing Insurance to pay for damages to vehicles being towed.*
- *Must include Garage keepers Legal Liability Insurance that covers vehicles being stored for clients.*

- 4.16.2 All policies (except Workers' Compensation and employer's liability) will be endorsed and name the Board of Regents of the University of Texas System ("Board") and The University of Texas at Arlington ("University"), as Additional Insured's for liability caused in whole or in part by Contractor's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability Additional Insured endorsement including on-going and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.
- 4.16.3 If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.
- 4.16.4 Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$3,000,000 aggregate. Such insurance will cover all Work performed by or on behalf of Contractor and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Contractor agrees to purchase an *Extended Reporting Period Endorsement*, effective twenty-four (24) months after the expiration or cancellation of the policy. No Professional Liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least twenty-four (24) months after the expiration or termination of this Agreement for any reason.
- 4.16.5 Contractor's Employee Dishonesty Insurance will be endorsed with a *Client's Property Endorsement* (or equivalent) to protect the assets and property of University with limits of not less than \$500,000 per claim. If Contractor has property of University in its care, custody or control away from University's premises, Contractor will provide bailee coverage for the replacement cost of the property. Contractor's Employee Dishonesty policy will name University as Loss Payee.
- 4.16.6 Directors' and Officers' Liability Insurance with limits of not less than \$1,000,000 per claim. The coverage will be continuous for the duration of this Agreement and for not less than twenty-four (24) months following the expiration or termination of this Agreement.
- 4.16.7 All policies will be endorsed to provide a Waiver of Subrogation in favor of the Board and the University. No policy will be cancelled until after thirty (30) days' unconditional written notice to the University.
- 4.16.8 Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any Work by Contractor under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

Kristopher Kizer
Certificate Holder:
University of Texas at Arlington –
Procurement Services
219 West Main St.
Arlington, Texas 76010
Email Address: Kristopher.Kizer@uta.edu

Contractor's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by University of the University of Texas System.

4.17 Indemnification

- 4.17.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THE UNIVERSITY OF TEXAS SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY “**INDEMNITEES**”) FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS’ FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY “**CLAIMS**”) BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR’S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.
- 4.17.2 IN ADDITION, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY INTEREST ARISING BY OR OUT OF THE PERFORMANCE OF SERVICES OR THE PROVISION OF GOODS BY CONTRACTOR, OR THE USE BY INDEMNITEES, AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL; PROVIDED, THAT, UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR INFRINGEMENT, UNIVERSITY WILL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO REASONABLY COOPERATE WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

4.18 Ethics Matters; No Financial Interest

Contractor and its employees, agents, representatives and subcontractors, which will be providing services under this Agreement have read and understand University’s Conflicts of Interest Policy available at <http://www.utsystem.edu/board-of-regents/policy-library/policies/int180-conflicts-interest-conflicts-commitment-and-outside->, University’s Standards of Conduct Guide available at <https://www.uta.edu/policy/procedure/3-34>: and applicable state ethics laws and rules available at <https://www.ethics.state.tx.us/>. Neither Contractor nor its employees, agents, representatives or subcontractors providing services under this Agreement will knowingly assist or cause University employees to violate University’s Conflicts of Interest Policy, provisions described by University’s Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of its Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement. Further, Contractor agrees to comply with Section 2252.908, Texas Government Code, and 1 Texas Administration Code Sections 46.1 through 46.5, as implemented by the Texas Ethics Commission (“TEC”), including providing TEC and University with the information required on the form promulgated by TEC and posted at <https://www.ethics.state.tx.us/forms/1295.pdf>. Contractor may learn more about these disclosure requirements, including the use of the TEC electronic filing system, by reviewing information posted by TEC at https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html.

4.19 Undocumented Workers

The *Immigration and Nationality Act* (8 *United States Code* 1324a) (“**Immigration Act**”) makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form (“**I-9 Form**”) as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual’s national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, University may terminate this Agreement in accordance with **Section 4.26**.

Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

4.20 Force Majeure

Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, tornado, fire, sabotage, or any other circumstances of like character ("**force majeure occurrence**").

4.21 Entire Agreement; Modifications

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

4.22 Captions

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

4.23 Waivers

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

4.24 Ownership and Use of Work Material

4.24.1 All data provided by University to Contractor or created by Contractor or any subcontractors in connection with the Work for University (collectively, "**Work Material**"), whether or not accepted or rejected by University, is the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.

4.24.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.

4.24.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use the Work Material for the completion of the Services or otherwise. The Work Material will not to be used by any person other than University on other projects unless expressly authorized by University in writing.

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

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

Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, "**University Records**"). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("**FERPA**"). If University Records are subject to FERPA, (1) University designates Contractor as a University official with a legitimate educational interest in University Records, and (2) Contractor acknowledges that its improper disclosure or re-disclosure of personally identifiable information from University Records will result in Contractor's exclusion from eligibility to contract with University for at least five (5) years.

Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by law,

or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with the University's rules, policies, and procedures regarding access to and use of University's computer systems. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.

- 4.25.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide University with all information requested by University regarding the impermissible use or disclosure.
- 4.25.2 **Return of University Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide University with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.
- 4.25.3 **Disclosure.** If Contractor discloses any University Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.
- 4.25.4 **Press Releases.** Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of University in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of University.
- 4.25.5 **Public Information.** University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Government Code*.
- 4.25.6 **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if University reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, University may immediately terminate this Agreement without opportunity to cure.
- 4.25.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

4.26 Default and Termination

- 4.26.1 In the event of a material failure by a party to this Agreement to perform in accordance with the terms of this Agreement ("**default**"), the other party may terminate this Agreement upon fifteen (15) calendar days' written notice of termination setting forth the nature of the material failure; provided, that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the fifteen-day period.
- 4.26.2 University may, without cause, terminate this Agreement at any time upon giving seven (7) calendar days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for the Services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for

any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

- 4.26.3 Termination under **SECTIONS 4.26.1 or 4.26.2** will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.
- 4.26.4 If Contractor fails to cure any default within fifteen (15) calendar days after receiving written notice of the default, University will be entitled (but will not be obligated) to cure the default and will have the right to offset against all amounts due to Contractor under this Agreement, any and all reasonable expenses incurred in connection with University's curative actions.
- 4.26.5 In the event that this Agreement is terminated, then within thirty (30) calendar days after termination, Contractor will reimburse University for all fees paid by University to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that University did not receive from Contractor prior to termination.

4.27 Binding Effect

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

4.28 Severability

In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

4.29 Limitation of Liability

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

4.30 Assignment and Subcontracting

Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Applicable Laws, including Chapter 2161, *Texas Government Code*, and 34 TAC Chapter 20, §§20.101 – 20.108. The benefits and burdens of this Agreement are assignable by University.

Vendor's proposal must clearly describe what work it plans to subcontract including detailed information regarding subcontracted employees, their business experience, and other information for each proposed subcontractor. In addition, this work may only be performed by a subcontractor or assigned third party if specifically agreed to and authorized, in writing, by the University.

4.31 Historically Underutilized Business Subcontracting Plan

Contractor agrees to use good faith efforts to subcontract the Services in accordance with the Historically Underutilized Business Subcontracting Plan ("HSP") (ref. **APPENDIX TWO**). Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, "TPSS"). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation

and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108. University may also revoke this Agreement for breach and make a claim against Contractor.

4.31.1 **Changes to the HSP.** If at any time during the term of this Agreement, Contractor desires to change the HSP, before the proposed changes become effective (a) Contractor must comply with 34 TAC Section 20.14; (b) the changes must be reviewed and approved by University; and (c) if University approves changes to the HSP, this Agreement must be amended in accordance with **Section 2.5.3** to replace the HSP with the revised subcontracting plan.

4.31.2 **Expansion of the Services.** If University expands the scope of the Services through a change order or any other amendment, University will determine if the additional Services contains probable subcontracting opportunities *not* identified in the initial solicitation for the Services. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (a) this Agreement may be amended to include the additional Services; or (b) Contractor may perform the additional Services. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with 34 TAC Section 20.14, Contractor will be to any remedial actions provided by Texas law including Chapter 2161, *Government Code* and 34 TAC Section 20.14. University may report deemed to be in breach of this Agreement under **Section 4.26** and will be subject nonperformance under this Agreement to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108.

4.32 Responsibility for Individuals Performing Services; Criminal Background Checks

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

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

4.33 Limitations

THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "**LIMITATIONS**"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

4.34 Survival of Provisions

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

4.35 Relationship of the Parties

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

4.36 Discrimination Prohibited

UNIVERSITY AND CONTRACTOR WILL ABIDE BY THE REQUIREMENTS OF [41 CFR §§60-1.4\(A\)](#), [60-300.5\(A\)](#) AND [60-741.5\(A\)](#) (COLLECTIVELY, **REGULATIONS**). THE REGULATIONS (1) PROHIBIT DISCRIMINATION AGAINST QUALIFIED INDIVIDUALS BASED ON THEIR STATUS AS PROTECTED VETERANS OR INDIVIDUALS WITH DISABILITIES, AND (2) PROHIBIT DISCRIMINATION AGAINST ALL INDIVIDUALS BASED ON THEIR RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN. MOREOVER, THE REGULATIONS REQUIRE THAT UNIVERSITY AND CONTRACTOR TAKE AFFIRMATIVE ACTION TO EMPLOY AND ADVANCE IN EMPLOYMENT, INDIVIDUALS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, PROTECTED VETERAN STATUS OR DISABILITY.

4.37 Enforcement

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

4.38 Access by Individuals with Disabilities

Contractor represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Contractor provides to University under this Agreement (**EIRs**) comply with applicable requirements in [1 TAC Chapter 213](#) and [1 TAC §206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Contractor becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Contractor fails or is unable to do so, University may terminate this Agreement and, within thirty (30) days after termination, Contractor will refund to University all amounts University paid under this Agreement.

4.39 EIR Environment Specifications

Exhibit _____, Environment Specifications, establishes specifications, representations, warranties and agreements related to the environment specifications of EIR that Contractor is providing to University under this Agreement. The specifications, representations, warranties and agreements in **Exhibit _____**, Environment Specifications, are binding on Contractor. Contractor agrees to perform Work in compliance with **Exhibit _____**, Environment Specifications.

4.40 Security Characteristics and Functionality of Contractor's Information Resources

Exhibit _____, Security Characteristics and Functionality of Contractor's Information Resources, establishes specifications, representations, warranties and agreements related to the products and services Contractor is providing to University under this Agreement. The specifications, representations, warranties and agreements in **Exhibit _____**, Security Characteristics and Functionality of Contractor's Information Resources, are binding on Contractor. Contractor agrees to perform Work in compliance with **Exhibit _____**, Security Characteristics and Functionality of Contractor's Information Resources.

4.41 Contractor Certification regarding Boycotting Israel

Pursuant to [Chapter 2270, Texas Government Code](#), Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate. **[Note: This provision only applies to a contract with a for-profit entity. [Section 2270.002, Texas Government Code](#), requires inclusion of this**

Section in contracts between a governmental entity and a “company.” [Section 2270.001\(2\), Texas Government Code](#), defines “company” to have the meaning assigned by [Section 808.001, Texas Government Code](#). Section 808.001(2) defines “company” as a for-profit entity.]

4.42 Contractor Certification regarding Business with Certain Countries and Organizations

Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate. [Note 1: [Subchapter F, Chapter 2252, Texas Government Code](#), requires University to implement a process to compare Contractor’s name(s) to the various lists designated in Section 2252.152, *Government Code*, before execution of this Agreement.] [Note 2: This Section only applies to a contract with a for-profit entity. [Section 2252.151\(1\), Texas Government Code](#), defines “company” to have the meaning assigned by Section 806.001, *Texas Government Code*. [Senate Bill 253](#) (85th Regular Session) moved Section 806.001 to [Section 2270.0001, Texas Government Code](#). Section 2270.0001 defines “company” as a for-profit entity.]

4.43 Information Security Rider-Contracting Party Security Attestation of Information Security Practices.

If the vendor is a service provider (e.g. a cloud provider) storing (i.e. generating, receiving, accessing or otherwise handling) our data, they need to submit an *Information Security Rider - Contracting Party Attestation of Information Security Practices*. (ref. **APPENDIX SEVEN**)

4.44 Access to Documents

To the extent applicable to this Agreement, in accordance with Section 1861(v)(I)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Contractor will allow, during and for a period of not less than four (4) years after the expiration or termination of this Agreement, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

4.45 Affirmative Action

A written copy of Contractor’s Civil Rights “**Affirmative Action Compliance Program**” is attached as **Exhibit** ____ to this Agreement and incorporated for all purposes, or if Contractor is not required to have such a written program, the reason Contractor is not subject to such requirement is attached as **Exhibit** ____ to this Agreement and incorporated for all purposes.

SECTION 5:

SPECIFICATIONS AND SCOPE OF WORK

5.1 General

Minimum requirements and specifications for Work, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3**, **Contractor** means the successful Proposer.

5.2 Intentionally left blank

5.3 Additional Questions Specific to this RFP

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

- 5.3.1 If Proposer takes exception to any terms or conditions set forth in **APPENDIX TWO**), Proposer must submit a list of the exceptions.
- 5.3.2 In its proposal, Proposer must indicate whether it will consent to include in the Agreement the "Access by Individuals with Disabilities" language that is set forth in **APPENDIX FIVE, Access by Individuals with Disabilities**. If Proposer objects to the inclusion of the "Access by Individuals with Disabilities" language in the Agreement, Proposer must, as part of its proposal, specifically identify and describe in detail all of the reasons for Proposer's objection. NOTE: A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION.
- 5.3.3 In its proposal, Proposer must respond to each item listed in **APPENDIX SIX, Electronic and Information Resources (EIR) Environment Specifications**. **APPENDIX SIX** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX SIX** will be incorporated into the Agreement and will be binding on Contractor.
- 5.3.4 In accordance with [§361.965\(d\), Health and Safety Code](#), Proposer must demonstrate whether it has a program to recycle the computer equipment of other manufacturers, including collection events and manufacturer initiatives to accept computer equipment labeled with another manufacturer's brand.
- 5.3.5 In its proposal, Proposer must respond to each item listed in **APPENDIX SEVEN, Security Characteristics and Functionality of Contractor's Information Resources**. **APPENDIX SEVEN** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX SEVEN** will be incorporated into the Agreement and will be binding on Contractor.

5.4 Specifications

5.4.1 Current System

The current system is a Motorola RKR1225 5-Channel Trunked Radio System with approximately 500 handsets assigned to various University personnel. There are 5 repeaters that can do 1 channel only. Details for the Call Sign: WPWD477, FRN: 0005405921:

<http://wireless2.fcc.gov/UlsApp/UlsSearch/license.jsp?licKey=2454814>

The University of Texas at Arlington is exploring options to reuse the above licensed UHF 25KHz frequencies in a digital trunked system with twice the channel capacity as required by the FCC narrow banding regulation for 421-470 MHz industrial/business land mobile radio systems.

5.4.2 Issues/Shortcomings

Reliability of the current system has been an on-going concern. Specifics of the current system that are in need of improvement include, but are not limited to:

- uninterrupted service, (UPS, emergency motor generator, SNMP monitoring provided by UTA)
- sufficient resources/channels to minimize “busy” signals,
- coverage provided pervasively throughout the defined coverage area (420 acre main campus and remote locations in 32km license area from 39m/ht antenna), 95% in-building, basement, and steam-tunnel coverage from handsets LMR transceivers,
- handsets that are designed to meet a 5-5-90 operating assumption for usage based measurement of 5% talk, 5% listen, and 90% standby over at least 10 hours of active time without recharge.

5.4.3 Assumptions

The deliverables, schedule and pricing in this SOW are based on the following assumptions:

- The vendor is required to be an authorized reseller of the solution proposed.
- The University is seeking a single vendor to design, develop, provide, deploy, and maintain the new radio system.
- The system will not include any refurbished or used equipment.
- The system may include backhaul infrastructure implementation or upgrade.
- The vendor will perform system staging and implementation.
- The vendor will perform the initial programming based on the University’s specifications.
- University talk group specifications will be included in the installation project.
- The vendor will provide project management support as addressed in Section 5.6 of this RFP.
- This engagement will involve some “knowledge transfer.” The purpose of transfer of technology knowledge is to explain functionality provided by the vendor’s professional services delivered for the engagement and to provide a high level overview of how that functionality may be utilized by the University.
- All communication that affects the technical aspects of the engagement will be directed through the Project Manager and additional designated personnel.

5.4.3.1 Availability and involvement of UTA’s resources in project:

- UTA will designate a project manager to act as the primary point of contact for this project after it is awarded. The UTA project manager will be expected to work closely with the vendor’s employees as needed.
- The work effort described in this SOW assumes that UTA's staff are available to assist in the project as defined in the project plan.
- UTA is to schedule its own resources for project activities and provide meeting facilities as necessary.

5.4.3.2 Data collection activities:

- The business and technical data is reasonably available via interviews and documentation review.
- UTA will provide timely access to all appropriate personnel to be interviewed. These personnel will have the ability to provide data necessary to complete this project, answer questions, provide existing documentation and attend working sessions.
- All data-collection and interviews/workshops will take place via telephone or in person at UTA's site as described in this SOW and/or as agreed to at the project initiation.
- At UTA's discretion, the vendor will make trip(s) to agreed sites for some of the above interviews.

5.4.3.3 Location of the vendor's work activities:

- With the exception of meetings and workshops, the vendor's work activities outside of integration and installation may be performed at the vendor's own work locations.
- Office space, telephones and access to the open Internet will be made available to the vendor's staff at UTA locations for on-site project time.
- Travel will not be reimbursed.

5.4.3.4 Review Meetings

The vendor shall participate in regular, periodic project status report (PSR) meetings and conference calls throughout the engagement. These PSR meetings will be held on a twice a month, or as needed, basis as determined by the University.

5.4.4 Constraints

5.4.4.1 Time Constraints

- See RFP timeline (Section 2.4, Key Events Schedule, of the RFP).
- Funding for this project is provided by a grant that expires May 31st, 2020. Work must be completed and invoices paid prior to that date.
- Physical implementation must not exceed 6 months of contract award.
- The proposal should provide an expected installation schedule as part of their response.

5.4.4.2 People Constraints

- During system installation and integration the core project team must be located on-site at the primary campus location in Arlington, Texas and/or at the Arlington Regional Data Center in Fort Worth, Texas.

5.4.4.3 Process Constraints

- Design work should use appropriate (Agile/Waterfall/Scrum/Lean) development methodology and receive regular review of work packages by the UTA team.
- The vendor will follow UTA's project stage gate strategy and insure all stage gates are included in the project management plan.
- The down-time between the current and new systems must not exceed 2 days to be determined by UTA's business calendar.
- Physical access to areas on campus dependent on UTA's academic and business calendars.

5.4.4.4 Technology Constraints

- All project deliverables – including, but not limited to, designs, architectures, data models, information flows, workflows, processes, procedures, guidelines, operating manuals, work instructions and plans – will be made available in formats that are accessible by UTA and stored at facilities and technology that is directly accessible by designated UTA staff.

5.5 Scope of Work

The vendor shall provide all equipment, integration, and services in support of the project.

The system shall consist of new radio equipment using our licensed frequencies (to the extent possible) that comply with Federal Communications Commission (FCC) requirements and National Telecommunications and Information Administration (NTIA) directives. The system shall be software-based where practical, and readily accept software enhancements for technology updates. Updates may include performance enhancements, as well as new or optional features. Provide your VPAT.

5.5.1 System Functionality Description

The vendor shall provide a system design that meets the following requirements:

- Digital, trunked system that complies with all applicable NTIA and FCC standards and specifications.
- Utilization of digital communication encryption.
- Designed to function in the VHF/UHF frequency bands.
- Software is upgradeable to incorporate future technology.
- In the event of the loss of the system controller, the repeaters sites shall remain available for use.

5.5.2 Basic System Requirements

The basic equipment shall include repeaters and communications infrastructure equipment necessary for connection back to the existing system core. Efforts include systems analysis, engineering services, network integration, system design, equipment programming, equipment installation and optimization, acceptance testing, training and maintenance support for the system described in this document.

The basic system shall consist of the following equipment:

- Trunked repeaters with redundant controllers
- Network interconnect equipment with link encryption and remote rekey capability
- Transmitter combiner(s), if required
- Receiver multi-coupler(s), if required
- Filtering equipment, if required
- Antennas, transmission line, and surge suppression, if required
- Additional electrical outlets, if required
- Equipment storage racks with necessary electrical powering
- Portable, mobile and base radios
- Personal mobile device “apps” for iOS and Android
- UTA network integration equipment
- Operational repair parts for radios (antennas, batteries, clips)

5.5.3 Other Proposal Requirements

- Provide a description of possible failure scenarios. Failure scenarios shall be addressed for each of the basic system components related to the proposed solution. Descriptions shall be provided for system controller, site link, control channel loss, and repeater loss.
- Address system redundancy where cost-effective to minimize single-point failures in their system design. Any required or recommended spares for emergency recovery of system capability shall be provided as separately priced line-items, to be stored on campus.
- Provide predictions that show that the system will provide 99.99% system wide up-time over the course of a year.
- Itemized list of what the University needs to provide for the system to function appropriately.
- Provide talk-in/talk-out maps showing the predicted coverage for the system. The coverage computation shall use a method that allows data points to be evenly spaced throughout the coverage area. The vendor shall assume that the portable radio antenna height is at waist level (3') when receiving and at shoulder level (5') when transmitting, and services shall not be degraded in any range between. These coverage maps will be used for the coverage acceptance testing which in turn will be used for final system acceptance testing. The vendor shall take into account system balancing to address site overlap.

5.5.4 In Scope

The expectation is a turn-key installation of the radio system upgrade/replacement with a minimum equipment life expectancy of 7-10 years. Payment will be linked to deliverables.

Please explain how each of the requirements below will be met, the proposed timeline, and a proposed payment schedule for each section. Specific pricing information should be provided only in response to Section 6 and should be submitted separately as referenced in Section 6 of this RFP.

5.5.4.1 Functional

- The system will not allow access to unregistered/unauthorized participant units;
 - The system will support a minimum of 200 talk groups
 - The system should allow for Dynamic Talk Groups for special events
 - The system must be easily updated with talk groups that can be pushed to radios.
- The system will support each unit's participation on any talk group, with the ability to restrict units to defined talk groups;
- The system will have SNMP monitoring output to (but not limited to) SolarWinds, Splunk, Nagios, Landsweeper;
- The system will provide clear voice quality in operationally adverse conditions;

- All participating units will be sufficiently rugged for use in operationally adverse conditions;
- The system will have numerous available accessories, such as ear-pieces, talk-mics, etc.
- The system will support the locking of settings to avoid or minimize accidental changes;
- The system will interface with College Park Center, Texas Hall, and the Theater's local Clearcom communication systems via Clearcom TW-47 Interface;
- The system will support a capacity for 500 units, meet the best effort of concurrent communication channels allowed based on our current FCC license (see FCC attachment), 200 concurrent mobile device PTT participants, reliable coverage across the coverage area, with 200 talk groups expandable to more;
 - Please provide what this best effort number would be
- The system will permit continual service at the same levels, where the participant can roam across the entire coverage area without requiring manual interaction on the part of the participant;
- The radio communications solution that allows for the exporting of data for metric measuring and data analysis;
- All system participating units (mobile device PTT, radio handset, etc.) will automatically register with the system;
- The system will have quick charge capability on radio sets;
- Provide the University with a statement of expected life of the proposed system;
 - Including the battery service life expectancy
- The system will have an extended battery life that supports 10 hours of standby time with a minimum of 30-minutes talk activation without recharge;
- Provide FCC licensing as required; Click here for [Current UTA FCC Licensing Agreement](#)
- The system will support data communications such as GPS location services and text messaging;
- The system will support data usage capturing for the purpose of metric analysis – including, but not limited to, call activity, system utilization, talk group statistics, etc;
- The system will, if possible, integrate with monitoring and reporting systems like Splunk and Nagios;
- The system will provide a one-way "All Call" functionality with the participant list configurable;
- The "All Call" should transmit to all available participants registered to the system within the coverage area;
- The system will provide one-way "Group Call" functionality to specific groups, with the participant list configurable; and
- The system will allow for participation from mobile devices and automatically detect a Push-To-Talk (PTT) as a request to communicate within the system and will automatically select/assign a voice path for communication to the selected talk group.

5.5.4.2 Project Management Phases

- **Initiation Phase**

- Initiation is dedicated to project definition.
- Provide a suggested list of SLAs.

- **Planning Phase**

During planning, project members define the roadmap, identify goals, scope, requirements, deliverables, schedules, milestones, and risk and communication plans. These assets will be tracked, please provide your recommended asset management solution.

- The vendor will provide project management support as specified in the SOW Roles & Responsibilities;
- The system will be designed to be fully operational 24/7 and will deliver reliable coverage throughout the coverage area;
- Assist in engineering design, analysis, functional verification and deployment of the end-state radio network;
- Design and implement the equipment and materials necessary to provide or improve the coverage and the infrastructure to implement the system;
- Provide the necessary equipment and material necessary to complete the work within the agreed upon SOW; and

- The system will be designed and implemented to ensure reliable functionality in the event of equipment failure, natural disaster or similar event. Should a portion of the coverage area fall off the system due to a failure of the communication link, the remainder of the system should continue to function normally. Once the communication link is restored, the system should automatically restore full functionality to the portion of the coverage area impacted.
- **Execution Phase**
Execution involves the development and completion of deliverables. Work is verified, knowledge transfer occurs,
 - Provision the handheld or mobile radio devices, antennas, and consoles to interact with the system;
 - Warehouse equipment and parts needed for implementation, transport parts, provide field operations support, and equipment and material supply as called for within the agreed upon SOW;
 - Provide training and documentation for designated staff and users, including any documentation for customizations made for UTA;
 - Provide an “as-is” diagram of the new system;
 - Provision additional channels and talk group, program handsets and other equipment on an as-needed basis;
 - Base-stations installed at key locations to monitor all department communications, including Facility Maintenance and UTA PD;
 - The vendor shall provide details on the expectations of possible future expansions to the system, including increasing the number of radio participants, adding additional remote locations to the coverage area, and increasing the number of talk groups and/or communication channels supported by the system; and
 - The vendor will provide details of the emergency features of the system.
- **Monitoring & Training Phase**

The contractor will be expected to participate in periodic Project Status Report meetings as stated in Section 5.4.3.4, to review progress and performance against the timeline and deliverable schedule. These meetings will be in addition to ongoing monitoring and observations made by project stakeholders.

If applicable, the vendor’s trainers will train UTA’s Knowledge Services Team trainers. The vendor should include in their response to UTA the following:

- How many employees the vendor will train initially,
- How many employees will the vendor train total,
- What topics will be trained, and
- Whom, in their experience, should receive said training

Training Content

- The successful vendor must have their own training content, or be willing to create and modify content based on the needs of UTA, and feedback from employees and UTA staff.
- Training content will include (but is not limited to):
 - Provisioning additional channels and talk groups,
 - Programming handsets, and
 - Programming other equipment

Training Format(s)

Training formats can be any of the following, however a Webinar will require discussion and agreement from UTA’s Knowledge Services Team.

- Classroom / Instructor-led – offered in a short course format
- Blended learning – combining face-to-face classroom with e-learning activities to form an integrated instructional approach
- Webinar – interactive, web-based video conference, with interactive tools and approaches to engage learners and enhance learning.

Training Duration & Size

- Training duration must be shorter learning modules (i.e. one-two hour(s), half day, full day).
- The number of attendees for all courses must be mutually agreed upon prior to scheduling the training course. The number of attendees will be determined based on a number of factors including – topic, training activities, format, location / room restrictions, etc.

Training Schedule

- The successful vendor must be available to provide initial training during regular business hours (Monday – Friday, 8AM – 5PM).

Training Materials

- Vendor/trainers must prepare and provide all course materials, which includes guides, handouts, exercises, job aides, etc. The cost of materials must be included in the total cost of the proposal.
- Training Material must be provided in a digital format / copyright free for use by UTA as it sees fit, with the final version of training material due at the end of the project;
 - At a minimum this will be a quick reference guide or equivalent “1-page” cheat-sheet. Preferably there will be a formatted manual with the following:
 - Step-by-step guides,
 - Images of functions to be performed,
 - Sections based on user roles as they relate to using the devices, software, applications, and
 - Created in a standard tool that UTA already has access to

Training Location

- Classroom / Instructor-led and blended learning training must take place on the UTA campus at a location of Knowledge Service's choosing based on class size and hardware requirements;
- Based on the project plan the following milestones will be set;
 - Training Dates
 - Content Delivery dates

5.5.4.4 Service Phase

- The vendor should include a provision for a:
 - 3-year maintenance service agreement detailing the expectations and requirements of the University
 - With 3 optional renewals at 1-year each
 - 5-year maintenance service agreement detailing the expectations and requirements of the University
 - With 3 optional renewals at 1-year each
- Through the maintenance agreement, the system's original SLA and performance levels will persist.

5.5.5 Out of Scope

- Legal disposal of old equipment
- Simple maintenance:
 - Batteries, clips, antennae refreshing
- This system will not cover the police department
- No refurbished or previously used equipment will be used for this project

5.6 Roles, Responsibilities, Deliverables

5.6.1 Vendor

VENDOR'S ROLE	VENDOR'S RESPONSIBILITY
Vendor Project Manager	<ul style="list-style-type: none"> Ensures that the project activities are complete within time, scope and budget; Has ownership for all Project Management tasks and activities including but not limited to project status reports, a communication plan, risk management, change control, and project resource tracking; Develops and manages the overall project plan to ensure project is on track; In association with the UTA Project Manager, gathers approval for deliverables from project sponsors and key stakeholders; Manages project risks by identifying and tracking risk responses and risk owners; In association with the UTA Project Manager, communicates to project sponsor and stakeholders regarding project progress. This includes, achievements, issues, risks, and incoming activities; Schedules, hosts, and leads twice a month team & status meetings; Participates in the vendor management scoring program; Creates and maintains project status reports, including a weekly project status summary, and projected hours and burn-down rates; Communicates and addresses issues with resource constraints, scope changes, and budget constraints; and Identifies and communicates need for escalation of issues.

5.6.2 Deliverables

Any deliverable must be signed off, in writing, by UTA or the Vendor, as appropriate.

Project Phase	Deliverable	Ownership
Initiation	• Business Case	– UTA BA
	• Project Charter	– UTA PM
	• SLA expectations set	– Vendor
Planning	• Requirements Document (business and technical)	– Vendor
	• Schedule (task, time, resources)	– Vendor
	• Talk groups identified	– UTA
	• Site survey completed	– Vendor
	• Site survey validated	– UTA
	• Organizational Change Management (communication, UAT, training)	– UTA PM
	• Asset management plan	– Vendor, UTA
Execution	• FCC Licensing Review	– Vendor
	• Architecture and design documents, as needed	– Vendor
	• Unit and Integration Testing (test case per requirement)	– Vendor
	• System installation	– Vendor
	• UTA network integration	– Vendor
	• User Approval Testing	– UTA BA
	• System changed over	– Vendor

	<ul style="list-style-type: none"> • Implementation Results – Vendor
Monitoring & Training	<ul style="list-style-type: none"> • ServiceNow Project Status Reports – UTA PM • Budget Management – UTA PM • Risk Registry – UTA PM • Timeline tracking – Vendor • Training completed – Vendor • Knowledge transfer documentation and training material – Vendor
	<ul style="list-style-type: none"> • Lessons Learned – UTA PM • Project Archives – UTA PM • Operational Activities Registry – Vendor • Project Closeout Documents – Vendor
Service	<ul style="list-style-type: none"> • Twice annual scheduled service calls – Vendor

5.6.3 Definitions

5.6.3.1 Coverage

Fully reliable radio service to all UTA areas, both main campus and remote locations 24 hours a day, every day.

5.6.3.2 Coverage Area [see Main Campus and Remote Locations further below]

The coverage area consists of the main UTA campus (including parking lots, sports venues, basements, building interiors, utility tunnels, etc.) and all UTA remote locations. Participation from mobile device PTT will be available outside the radio coverage area via the public and internet and campus network.

5.6.3.3 Equipment

- Hand-held radios
- Transmitters

5.6.3.4 Main Campus

The UTA map can be found at <https://www.uta.edu/maps> or as a PDF at the following link: <https://www.uta.edu/maps/pdf/UTA%20Campus%20Map.pdf>

Main campus also includes:

- Wade Building
301 S. Center St., Arlington, TX
- Finance & Administration Annex (Watson Bldg)
219 W. Main, Arlington, TX
- Center for Innovation at Arlington
202 E. Border St., Arlington, TX

5.6.3.5 Maintenance

Above and beyond the equipment manufacturer's warranty, the vendor shall maintain the equipment in good operating condition and repair (reasonable wear and tear excepted) and all necessary replacements of and repairs thereto shall be made so that the value and operating efficiency of the equipment shall be maintained and preserved during the warranty period described in this SOW.

The vendor will provide, at maximum, a twice a year service call for adding radio talk groups, reprogramming handsets, etc. During this time, the radios will be inventoried and checked against our asset management plan.

The vendor shall deploy patches on devices (software and firmware updates) during service calls.

5.6.3.6 Product Reliability

See Section 5.5.3 for specifics.

The reliability of the product (system & equipment) is the probability that the product (system & equipment) will perform its intended function for a specified time period when operating under normal (or stated) environmental conditions.

The product (system & equipment) will have a long battery life (usage off the charger lasting at least 10 hours) with minimal maintenance required over its service life.

5.6.3.7 Remote Locations -

**Anticipate that remote locations will communicate to UTA's main campus via UTA's network services, instead of point-to-point.*

***See section 6.2 for map visual*

- UTARI – UTA Research Institute
7300 Jack Newell Blvd South
Fort Worth, TX 76118
**about 10 miles from main campus*
- ARDC – Arlington Regional Data Center
200 East Loop 820
Fort Worth, TX 76112
**about 10 miles from main campus*
- UTA FW Santa Fe
1401 Jones St.
Fort Worth, TX 76102
**about 15 miles from main campus*

5.6.3.8 Turn-Key

The vendor agrees to fully design, construct, integrate, and equip UTA with the selected radio solution.

The vendor's team would include a(n):

- Account Manager
- Project Manager
- Trainer
- On-site Tech Lead

Specific expectations of a "Turn-Key" engagement are:

- Diagnose, develop and architect a system design with minimal assistance from UTA staff,
- Receive parts, install, confirm work
- Provision the talk channels
- Program all equipment
- Supply and install equipment and components required for successful use of the solution, including, but not limited to:
 - Transmitter(s)
 - Repeaters
 - Antennae
 - Racks

- Wiring
- Additional utility power as needed
- Assist in initial licensing and identification of which application to use
- Support development of a training curriculum and training of staff during engagement
 - Provide training materials (1-page document/cheat sheet)
- Provide Project Management in accordance with section 6, including adherence to the Vendor Management protocol.

5.7 UTA Maps

UTARI – UTA Research Institute

7300 Jack Newell Blvd South

Fort Worth, TX 76118

**about 10 miles from main campus*



**about 10 miles from main campus*



**about 15 miles from main campus*



SECTION 6:

PRICING AND DELIVERY SCHEDULE

SENT AND TO BE COMPLETED AND RETURNED AS A SEPARATE DOCUMENT

NOTE 1: Any contract over \$1 Million will not be valid without prior approval of the UT System Board of Regents. The Board of Regents must approve all contracts or agreements, with a total cost or monetary value to the U. T. System or any of the institutions of more than \$1 million. The total cost or monetary value of the contract includes all potential contract extensions or renewals whether automatic or by operation of additional documentation. For purposes of this Rule, any contract with unspecified cost or monetary value with a term of greater than four years is presumed to have a total value of greater than \$1 million.

NOTE 2: Required Notifications: Vendor must notify the Buyer prior to shipment of any non-EAR99 product or commodity controlled by the Export Administration Regulations (EAR), or any product or commodity controlled by the International Traffic in Arms Regulations (ITAR). Vendor will supply the product/commodity ECCN or USML identification number as applicable. For services, Vendor will notify the Buyer, prior to service being provided, if the Vendor's personnel performing the service will include any individuals that are not U.S. Persons. U.S. Persons are defined as any individual who is a citizen of the United States, a permanent resident alien of the United States, or a protected individual as defined by 8 U.S.C. 1324b(a)(3).

APPENDIX ONE
PROPOSAL REQUIREMENTS
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SECTION 1

GENERAL INFORMATION

1.1 Purpose

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

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of services to be performed, the detailed requirements of services to be provided, and the conditions under which services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1.2 Inquiries and Interpretations

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

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

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

1.3 Public Information

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

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

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under §§[552.101](#), [552.104](#), [552.110](#), [552.113](#), and [552.131](#), *Government Code*.

1.4 Type of Agreement

Contractor, if any, will be required to enter into a contract with University in a form that (i) includes terms and conditions substantially similar to the terms and conditions set forth in **Section 4**, and (ii) is otherwise acceptable to University in all respects (**Agreement**).

1.5 Proposal Evaluation Process

University will select Contractor by using the competitive sealed proposal process described in this Section. Any proposals that are not submitted by the Submittal Deadline or that are not accompanied by required number of completed and signed originals of the HSP will be rejected by University as non-responsive due to material failure to comply with this RFP (ref. **Section 2.5.4**). Upon completion of the initial review and evaluation of proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

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

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

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

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

1.6 Proposer's Acceptance of RFP Terms

Proposer (1) accepts [a] Proposal Evaluation Process (ref. **Section 4**), [b] Criteria for Selection (ref. **Section 2.3**), [c] Specifications and Additional Questions (ref. **Section 5**), [d] terms and conditions of the Agreement (ref. **Section 4**, and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges that some subjective judgments must be made by University during this RFP process.

1.7 Solicitation for Proposal and Proposal Preparation Costs

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

1.8 Proposal Requirements and General Instructions

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.
- 1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

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

1.9.2 Execution of Offer

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

1.9.3 Pricing and Delivery Schedule

SENT AND TO BE COMPLETED AND RETURNED AS A SEPARATE DOCUMENT

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6**), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of Work; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

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

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

1.9.4 Proposer's General Questionnaire

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

1.9.5 Addenda Checklist

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

1.9.6 Submission

*Proposer should submit all proposal materials as instructed in **Section 3**. RFP No. (ref. **Title Page**) and Submittal Deadline (ref. **Section 2.1**) should be clearly shown in the lower left-hand corner on the top surface of any envelope or package containing the proposal. In addition, the name and the return address of the Proposer should be clearly visible in any email or on any envelope or package.*

Proposer must also submit the HUB Subcontracting Plan (also called the HSP) as required by **Section 2.5.3 & 2.5.6**.

University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the HSP as required by **Section 2.5.3 & 2.5.6**. University will not accept proposals submitted by telephone, email or FAX transmission.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which will be based on Proposer's written request explaining and documenting the reason for withdrawal, which is acceptable to University.

SECTION 2

EXECUTION OF OFFER

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

2.1 Representations and Warranties. Proposer represents, warrants, certifies, acknowledges, and agrees as follows:

- 2.1.1 Proposer will furnish Work to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
- 2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
- 2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing Work.
- 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform Work.
- 2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of Work.
- 2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
- 2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
- 2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.
- 2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
- 2.1.10 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, UT SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
- 2.1.11 Pursuant to §§[2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.
- 2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.
- 2.1.13 Pursuant to [Chapter 2270, Texas Government Code](#), Proposer certifies it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of any contract or agreement resulting from this RFP. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
- 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Proposer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

2.2 No Benefit to Public Servants. Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.

2.3 Tax Certification. Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.

2.4 Antitrust Certification. Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., Business and Commerce](#)

[Code](#), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

2.5 Authority Certification. The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.

2.6 Child Support Certification. Under [§231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.

2.7 Relationship Certifications.

- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of UT System, on the other hand, other than the relationships which have been previously disclosed to University in writing.
- Proposer has not been an employee of any member institution of UT System within the immediate twelve (12) months prior to the Submittal Deadline.
- No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. [§669.003, Government Code](#)).
- All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.

2.8 Compliance with Equal Employment Opportunity Laws. Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

2.9 Compliance with Safety Standards. All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](#)) and the *Texas Hazard Communication Act*, [Chapter 502, Health and Safety Code](#), and all related regulations in effect or proposed as of the date of this RFP.

2.10 Exceptions to Certifications. Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this [Execution of Offer](#). All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.

2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification. If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965\(c\), Health & Safety Code](#), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, Health & Safety Code](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328, §361.952\(2\), Health & Safety Code](#), states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

2.12 Conflict of Interest Certification.

- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
- Proposer's provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
- Proposer has disclosed any personnel who are related to any current or former employees of University.
- Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.

2.13 Proposer should complete the following information:

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

If Proposer is a Corporation then Proposer's Corporate Charter Number: _____

RFP No.: _____

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

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER §§[552.021](#) AND [552.023](#), *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER [5559.004](#), *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

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

3.1 Proposer Profile

3.1.1 Legal name of Proposer company:

Address of principal place of business:

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

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

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

- 3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.
- 3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.
- 3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.
- 3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).
- 3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- 3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.
- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to [§231.006, Family Code](#), and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)), and other applicable law.

3.2 Approach to Work

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.
- 3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:
 - 3.2.3.1 Identification of tasks to be performed;
 - 3.2.3.2 Time frames to perform the identified tasks;
 - 3.2.3.3 Project management methodology;
 - 3.2.3.4 Implementation strategy; and
 - 3.2.3.5 The expected time frame in which the services would be implemented.
- 3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

3.3 General Requirements

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

3.4 Service Support

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

3.5 Quality Assurance

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

3.6 Miscellaneous

- 3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

SECTION 4
ADDENDA CHECKLIST

Proposal of: _____
(Proposer Name)

To: University

RFP No.: _____

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (*initial blanks for any Addenda issued*).

No. 1 _____	No. 2 _____	No. 3 _____	No. 4 _____	No. 5 _____
No. 6 _____	No. 7 _____	No. 8 _____	No. 9 _____	No. 10 _____

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX TWO

HUB SUBCONTRACTING PLAN

SENT AND TO BE COMPLETED AND RETURNED AS A SEPARATE DOCUMENT

Proposer must submit one (1) complete original paper copy of HSP to University at the same time it submits its proposal to University (ref. SECTION 3.2 of this RFP). The original of the **HSP must be submitted under a separate cover and in a separate envelope (HSP Envelope)**. Proposer must ensure that the top outside surface of its HSP Envelope clearly shows and makes visible:

- The RFP No. and the Submittal Deadline (ref. **Section 2.1**) in the lower left hand corner,
- Name and the return address of Proposer, and
- Phrase "HUB Subcontracting Plan."

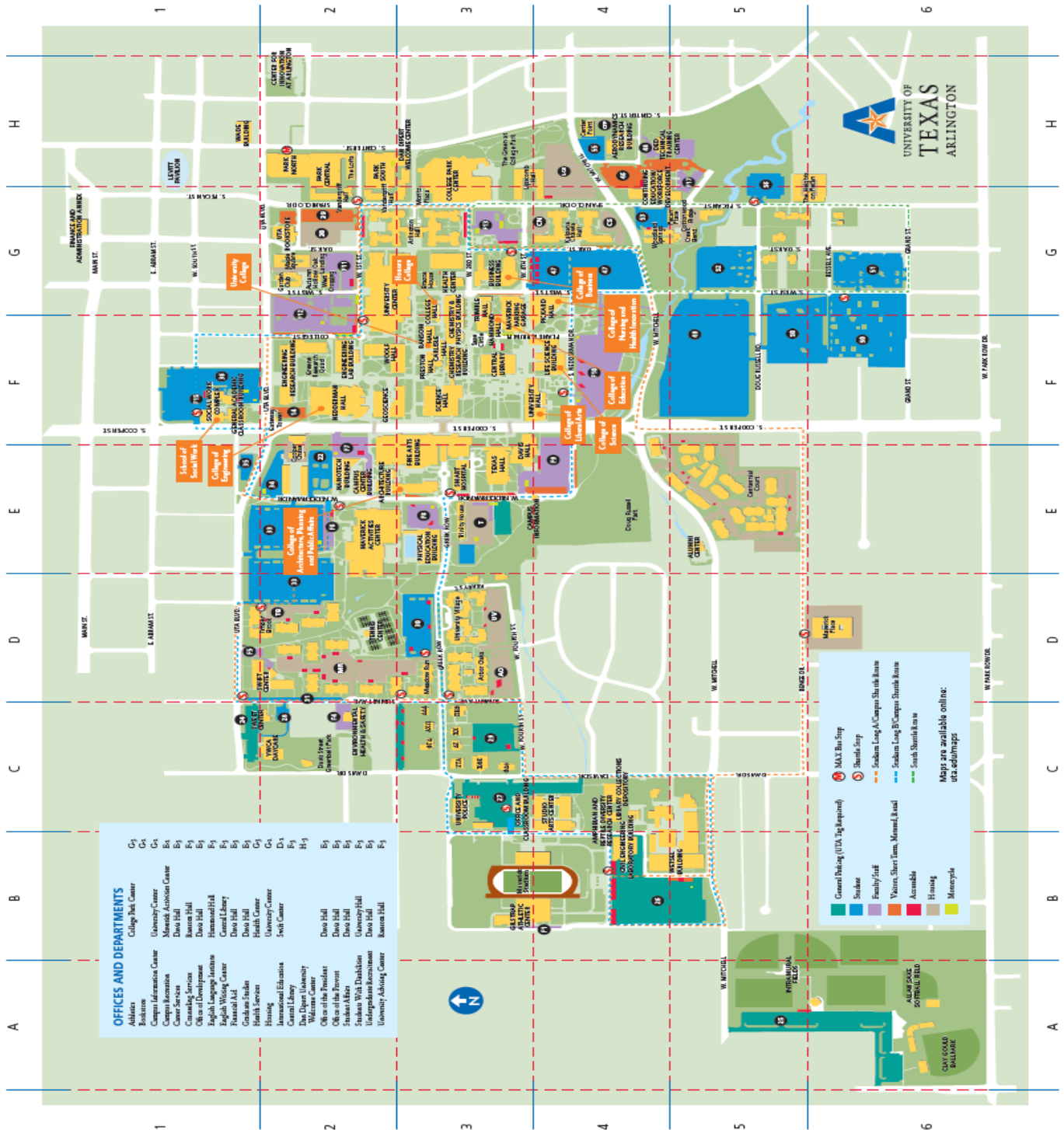
Any proposal submitted in response to this RFP that is not accompanied by a separate HSP Envelope meeting the above requirements may be rejected by University and returned to Proposer unopened as non-responsive due to material failure to comply with advertised specifications.

University will open Proposer's HSP Envelope prior to opening the proposal to confirm Proposer submitted the HSP. Proposer's failure to submit the HSP will result in University's rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

NOTE: The requirement that Proposer provide the HSP under this **Section 2.5.4** is separate from and does not affect Proposer's obligation to provide University with the number of copies of its proposal specified in **Section 3.1**.

APPENDIX THREE

CAMPUS MAP



APPENDIX FOUR

ACCESS BY INDIVIDUALS WITH DISABILITIES

Contractor represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Contractor provides to University under this Agreement (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](#), and [1 TAC §206.70](#) (ref. [Subchapter M, Chapter 2054, Government Code](#).) To the extent Contractor becomes aware that EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants it will, at no cost to University, either (1) perform all necessary remediation to make EIRs satisfy the EIR Accessibility Warranty or (2) replace EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Contractor fails or is unable to do so, University may terminate this Agreement and, within thirty (30) days after termination, Contractor will refund to University all amounts University paid under this Agreement.

APPENDIX FIVE

ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS

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

University is primarily a **[OPTION: _____]** **[ALTERNATE OPTION: Microsoft products environment.**

Basic Specifications

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

2.7 Security

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

2.8 Integration

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

2.9 Accessibility Information

Proposer must provide the following, as required by [1 TAC §213.38\(b\)](#):

1. Accessibility information for the electronic and information resources (**EIR**)¹ products or services proposed by Proposer, where applicable, through one of the following methods:
 - A. URL to completed Voluntary Product Accessibility Templates (**VPATs**)² or equivalent reporting templates;
 - B. accessible electronic document that addresses the same accessibility criteria in substantially the same format as VPATs or equivalent reporting templates; or
 - C. URL to a web page which explains how to request completed VPATs, or equivalent reporting templates, for any product under contract; and
2. Credible evidence of Proposer's capability or ability to produce accessible EIR products and services. Such evidence may include, but is not limited to, Proposer's internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results.

¹ Electronic and information resources are defined in [§2054.451, Government Code](#) and [1 TAC §213.1 \(6\)](#).

² Voluntary Product Accessibility Templates are defined in [1 TAC §213.1 \(19\)](#). For further information, see this [VPAT document](#) provided by the Information Technology Industry Council.

APPENDIX SIX

SECURITY CHARACTERISTICS AND FUNCTIONALITY OF CONTRACTOR'S INFORMATION RESOURCES

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

"Information Resources" means any and all computer printouts, online display devices, mass storage media, and all computer-related activities involving any device capable of receiving email, browsing Web sites, or otherwise capable of receiving, storing, managing, or transmitting Data including, but not limited to, mainframes, servers, Network Infrastructure, personal computers, notebook computers, hand-held computers, personal digital assistant (PDA), pagers, distributed processing systems, network attached and computer controlled medical and laboratory equipment (i.e. embedded technology), telecommunication resources, network environments, telephones, fax machines, printers and service bureaus. Additionally, it is the procedures, equipment, facilities, software, and Data that are designed, built, operated, and maintained to create, collect, record, process, store, retrieve, display, and transmit information.

"University Records" means records or record systems that Proposer (1) creates, (2) receives from or on behalf of University, or (3) has access, and which may contain confidential information (including credit card information, social security numbers, and private health information (**PHI**) subject to Health Insurance Portability and Accountability Act (**HIPAA**) of 1996 (Public Law 104-191), or education records subject to the Family Educational Rights and Privacy Act (**FERPA**).

General Protection of University Records

1. Describe the security features incorporated into Information Resources (ref. **Section 5.3.4**) to be provided or used by Proposer pursuant to this RFP.
2. List all products, including imbedded products that are a part of Information Resources and the corresponding owner of each product.
3. Describe any assumptions made by Proposer in its proposal regarding information security outside those already listed in the proposal.

Complete the following additional questions if the Information Resources will be hosted by Proposer:

4. Describe the monitoring procedures and tools used for monitoring the integrity and availability of all products interacting with Information Resources, including procedures and tools used to, detect security incidents and to ensure timely remediation.
5. Describe the physical access controls used to limit access to Proposer's data center and network components.
6. What procedures and best practices does Proposer follow to harden all systems that would interact with Information Resources, including any systems that would hold or process University Records, or from which University Records may be accessed?
7. What technical security measures does the Proposer take to detect and prevent unintentional, accidental and intentional corruption or loss of University Records?
8. Will the Proposer agree to a vulnerability scan by University of the web portal application that would interact with Information Resources, including any systems that would hold or process University Records, or from which University Records may be accessed? If Proposer objects, explain basis for the objection to a vulnerability scan.
9. Describe processes Proposer will use to provide University assurance that the web portal and all systems that would hold or process University Records can provide adequate security of University Records.
10. Does Proposer have a data backup and recovery plan supported by policies and procedures, in place for Information Resources? If yes, briefly describe the plan, including scope and frequency of backups, and how often the plan is updated. If no, describe what alternative methodology Proposer uses to ensure the restoration and availability of University Records.
11. Does Proposer encrypt backups of University Records? If yes, describe the methods used by Proposer to encrypt backup data. If no, what alternative safeguards does Proposer use to protect backups against unauthorized access?
12. Describe the security features incorporated into Information Resources to safeguard University Records containing confidential information.

Complete the following additional question if Information Resources will create, receive, or access University Records containing PHI subject to HIPAA:

13. Does Proposer monitor the safeguards required by the HIPAA Security Rule (45 C.F.R. §164 subpts. A, E (2002)) and Proposer's own information security practices, to ensure continued compliance? If yes, provide a copy of or link to the Proposer's HIPAA Privacy & Security policies and describe the Proposer's monitoring activities and the frequency of those activities with regard to PHI.

Access Control

1. How will users gain access (i.e., log in) to Information Resources?
2. Do Information Resources provide the capability to use local credentials (i.e., federated authentication) for user authentication and login? If yes, describe how Information Resources provide that capability.
3. Do Information Resources allow for multiple security levels of access based on affiliation (e.g., staff, faculty, and student) and roles (e.g., system administrators, analysts, and information consumers), and organizational unit (e.g., college, school, or department)? If yes, describe how Information Resources provide for multiple security levels of access.
4. Do Information Resources provide the capability to limit user activity based on user affiliation, role, and/or organizational unit (i.e., who can create records, delete records, create and save reports, run reports only, etc.)? If yes, describe how Information Resources provide that capability. If no, describe what alternative functionality is provided to ensure that users have need-to-know based access to Information Resources.
5. Do Information Resources manage administrator access permissions at the virtual system level? If yes, describe how this is done.
6. Describe Proposer's password policy including password strength, password generation procedures, password storage specifications, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

Complete the following additional questions if Information Resources will be hosted by Proposer:

7. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that would have access to the environment hosting University Records to ensure need-to-know-based access?
8. What procedures and best practices does Proposer have in place to ensure that user credentials are updated and terminated as required by changes in role and employment status?
9. Describe Proposer's password policy including password strength, password generation procedures, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

Use of Data

Complete the following additional questions if Information Resources will be hosted by Proposer:

1. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that have access to the environment hosting all systems that would hold or process University Records, or from which University Records may be accessed, to ensure that University Records will not be accessed or used in an unauthorized manner?
2. What safeguards does Proposer have in place to segregate University Records from system data and other customer data and/or as applicable, to separate specific University data, such as HIPAA and FERPA protected data, from University Records that are not subject to such protection, to prevent accidental and unauthorized access to University Records ?
3. What safeguards does Proposer have in place to prevent the unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of University Records?
4. What procedures and safeguards does Proposer have in place for sanitizing and disposing of University Records according to prescribed retention schedules or following the conclusion of a project or termination of a contract to render University Records unrecoverable and prevent accidental and unauthorized access to University Records? Describe the degree to which sanitizing and disposal processes addresses University data that may be contained within backup systems. If University data contained in backup systems is not fully sanitized, describe processes in place that would prevent subsequent restoration of backed-up University data.

Data Transmission

1. Do Information Resources encrypt all University Records in transit and at rest? If yes, describe how Information Resources provide that security. If no, what alternative methods are used to safeguard University Records in transit and at rest?

Complete the following additional questions if Information Resources will be hosted by Proposer:

2. How does data flow between University and Information Resources? If connecting via a private circuit, describe what security features are incorporated into the private circuit. If connecting via a public network (e.g., the Internet), describe the way Proposer will safeguard University Records.

3. Do Information Resources secure data transmission between University and Proposer? If yes, describe how Proposer provides that security. If no, what alternative safeguards are used to protect University Records in transit?

Notification of Security Incidents

Complete the following additional questions if Information Resources will be hosted by Proposer:

1. Describe Proposer's procedures to isolate or disable all systems that interact with Information Resources in the event a security breach is identified, including any systems that would hold or process University Records, or from which University Records may be accessed.
2. What procedures, methodology, and timetables does Proposer have in place to detect information security breaches and notify University and other customers? Include Proposer's definition of security breach.
3. Describe the procedures and methodology Proposer has in place to detect information security breaches, including unauthorized access by Proposer's and subcontractor's own employees and agents and provide required notifications in a manner that meets the requirements of the state breach notification law.

Compliance with Applicable Legal & Regulatory Requirements

Complete the following additional questions if Information Resources will be hosted by Proposer:

1. Describe the procedures and methodology Proposer has in place to retain, preserve, backup, delete, and search data in a manner that meets the requirements of state and federal electronic discovery rules, including how and in what format University Records are kept and what tools are available to University to access University Records.
2. Describe the safeguards Proposer has in place to ensure that systems (including any systems that would hold or process University Records, or from which University Records may be accessed) that interact with Information Resources reside within the United States of America. If no such controls, describe Proposer's processes for ensuring that data is protected in compliance with all applicable US federal and state requirements, including export control.
3. List and describe any regulatory or legal actions taken against Proposer for security or privacy violations or security breaches or incidents, including the final outcome.

APPENDIX SEVEN

INFORMATION SECURITY RIDER

CONTRACTING PARTY ATTESTATION OF INFORMATION SECURITY PRACTICES

Please be sure you are completing the latest version of the questionnaire by visiting:

<http://www.uta.edu/security/cloudprocurement>