

REQUEST FOR PROPOSAL

by

The University of Texas at Arlington

for

**Selection of a Vendor to Provide
UTA2021-002 Microsoft Dynamics CRM Migration from 2011 to 2013**

RFP No. UTA2021-002

Submittal Deadline: April 9, 2021

Issued: February 15, 2021

752962-17-1-45

REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1. Description of University

Founded in 1895, The University of Texas at Arlington is a Carnegie Research-1 “Very High Research Activity” institution with more than 100 years of academic excellence and tradition.

It is a comprehensive research, teaching, and public service university whose mission is the advancement of knowledge and the pursuit of excellence.

With a global enrollment of more than 60,000, UT Arlington is the largest university in North Texas. It also has one of the most diverse campus populations in the country. Students come from every state and more than 100 countries, contributing to *U.S. News & World Report* ranking it with the fifth-highest undergraduate ethnic diversity index in the country. UT Arlington is a Hispanic-Serving Institution and is ranked No. 1 in the U.S. for veterans and their families by *Military Times*.

The University has research centers in every discipline and state-of-the-art facilities in Arlington and Fort Worth that enable our faculty and students to help solve the world’s most urgent challenges. Of its 220,000-plus alumni, approximately 65% percent live in North Texas. Their presence helps the University create an annual economic impact of almost \$17.1 billion in the region.

1.2. Background and Special Circumstances

The Texas Manufacturing Assistance Center’s mission is to increase the global competitiveness of the Texas economy by working with the extended manufacturing enterprise to implement new technologies, techniques and best business practices. Approximately 70 TMAC employees, including 50 manufacturing professionals, work with a wide range of industrial firms located throughout eight Texas regions. Our particular emphasis is on the needs of small to mid-sized manufacturers. We deliver Lean, Quality, Strategic, Technology and Workforce Solutions.

TMAC is an affiliate of the Manufacturing Extension Partnership (MEP) program of the National Institute of Standards and Technology (NIST). TMAC consists of eight partner institutions delivering services statewide. The Texas partners are: BeehiveFund; Lamar University; The University of Texas at Arlington; the Texas A&M Engineering Extension Service, part of The Texas A&M University System; [The University of Texas at El Paso](#); [Southwest Research Institute](#) (SwRI); [Texas Tech University](#); and The University of Texas – Rio Grande Valley.

The Texas Manufacturing Assistance Center (TMAC) at the University of Texas at Arlington (UTA) is seeking Requests for Proposal for Microsoft Dynamics CRM product migration, implementation and training services. TMAC is currently using Microsoft Dynamics 2011 and would like to migrate to Microsoft Dynamics 2013.

Note: The University reserves the right to make a dual award if deemed to be in the best interest of, and the best value for, our needs. However, it is the preference of the University to award the entire RFP to a primary vendor who can adequately meet all requirements of this RFP.

1.3. Objective of Request for Proposal

The University of Texas at Arlington (**University**) is soliciting proposals from qualified vendors to perform work (**Work**) more specifically described in **Scope of Work** Document of this Request for Proposal (**RFP**).

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1.4. Term of the Agreement

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

Prices for the initial term are to be firm. At the end of the initial term and each renewal (if any), the rates may be increased, decreased or remain unchanged. Any price adjustment must be requested by the Vendor in writing, including detailed documentation supporting the increase, at least sixty (60) days prior to the expiration of the current term. Changes, if agreed to, shall be based upon the percentage change in the Bureau of Labor Statistics' Consumer Price Index (CPI)-All Urban Consumers for Dallas-Fort Worth-Arlington for the previous contract period (https://www.bls.gov/regions/southwest/news-release/consumerpriceindex_dallasfortworth.htm). No change in pricing shall exceed the percentage change in the CPI index noted above, and in no event shall the total increase exceed 5%.

1.5. Transition Period

Contractor must agree that when the resulting Contract Agreement of this RFP expires or is terminated for any reason, then, at the University's option, Contractor will continue to perform the UTA2021-002 Microsoft Dynamics CRM Migration from 2011 to 2013 services in accordance with the terms, conditions and pricing of this Contract Agreement until the University contracts with another qualified and experienced Contractor(s) to perform the UTA2021-002 Microsoft Dynamics CRM Migration from 2011 to 2013 services or, is able to perform the UTA2021-002 Microsoft Dynamics CRM Migration from 2011 to 2013 services in-house; provided that the Contractor will not be required to continue performing the UTA2021-002 Microsoft Dynamics CRM Migration from 2011 to 2013 services for more than 90 days after the expiration or termination date of this Contract Agreement.

The Contractor will cooperate with, and assist, the University's efforts to transition to another Contractor(s) or to perform UTA2021-002 Microsoft Dynamics CRM Migration from 2011 to 2013 services in-house.

1.6. 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.

1.7. Addenda and Additional RFP Documents

Any addenda or other subsequently released RFP documents will be posted to the University's online solicitation website www.bidnetdirect.com/arlington (BidNet). They will not be sent directly to potential proposers. It is the Proposer's responsibility to periodically check the BidNet website www.bidnetdirect.com/arlington for additional RFP documents.

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1.8. 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/visitor-parking.php>.

1.9 COVID-19

The University of Texas at Arlington (UTA) has implemented a face-covering protocol and is in effect until further notice. This protocol will apply to everyone on the UTA campus, including vendors, suppliers and visitors. For complete information, please visit 'Face-Covering Protocol' at <https://www.uta.edu/announcements/coronavirus/campus-updates/face-covering-protocol>. In an on-going effort, to ensure the continued health and safety of the UTA community, please include language in your response to this RFP confirming that your company personnel servicing the UTA campus or facilities, will strictly adhere to the University's recent face-covering protocol.

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SECTION 2**NOTICE TO PROPOSER****2.1. Submittal Deadline**

University will accept proposals until **3:00 p.m.** Central Prevailing Time, on **April 9, 2021 (Submittal Deadline)**.

2.2. RFP Contact Information and Questions

Proposers and other interested parties must direct all questions or concerns regarding this RFP to the following University contact (the "**University Contact**"). Any direct contact with the end user or other University personnel related to this RFP outside of a Procurement-lead meeting or discussion may be grounds for disqualification of proposal:

Kristopher Kizer
Contract Specialist
Email: kristopher.kizer@uta.edu
RFP No. UTA2021-002

*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 **February 26, 2021 (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 (**25.50%**)
 - Primarily the actual cost paid for the equipment and services proposed

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- 2.3.2.2. Reputation of the Proposer and of the Proposer's goods or services (25%)**
Based on a survey of references, general industry knowledge as well as information provided in the proposal the evaluation team will assess:
- Previous experience with similar CRM projects
 - Experience implementing a system to support multiple business units and product lines
 - Past success at completing CRM projects on time and on budget
 - Experience working with public agencies
 - Satisfaction of previous clients.
- 2.3.2.3. Quality of the Proposer's goods or services (22%)**
- Types and breadth of services proposed
 - High-level work plan
 - Deliverables, milestones & key decision points
 - Regular status reporting against plan
 - Risk management approach
 - Issues management plan
 - Quality assurance process
 - Company capabilities (team member qualifications, vendor ability to meet requirements, organizational certifications and industry recognition)
- 2.3.2.4. Extent to which the goods or services meet the University's needs (12.50%)**
- Adherence to RFP instructions.
 - Completeness and overall quality and professionalism.
 - Overall understanding of project objectives.
 - Understanding of the business requirements.
 - Understanding of the end state vision.
 - 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.
- 2.3.2.5. Proposer's past relationship with the University (5%)**
- 2.3.2.6. Total long-term cost to the University of acquiring the Proposer's goods or services (0%)**
- Not relevant to this RFP
- 2.3.2.7. Any other relevant factors that a private business entity would consider in selecting a vendor (10%)**
- Service support and warranty
 - Help desk support
 - Added value activities
 - Training and knowledge transfer approach

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2.4. Key Events Schedule

Date RFP Issued	February 15, 2021
Round 1 Question Deadline (ref. Section 2.2)	February 26, 2021 at 3:00 p.m. CST
Mandatory Pre-Proposal Conference (ref. Section 2.6)	March 10, 2021 at 2:00 p.m. CST
Round 2 Question Deadline	March 12, 2021 @ 3:00 p.m. CST
HUB Subcontracting Training	March 11, 2021 at 2:00 p.m. CST
Submittal Deadline (ref. Section 2.1)	April 9, 2021 at 3:00 p.m. CST

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: How to successfully complete the HUB Subcontracting Plan (HSP)

A call-in session will be held on March 11, 2021 at 2:00 p.m. Central Prevailing Time with:

HUB Program Coordinator

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 817-502-2418,530194918#](#) United States, Fort Worth

Phone Conference ID: 530 194 918#

[Find a local number](#) | [Reset PIN](#)

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.

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- 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 THREE**.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including **APPENDIX THREE**. Proposers that fail to 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:

Joe White
(817) 272-6148
josephsw@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 THREE**, 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 all required proposal documents per the instructions provided in the proposal package.

Any proposal submitted in response to this RFP that is not accompanied by all required documents may be rejected by University as non-responsive due to material failure to comply with advertised specifications.

University will review Proposer's HSP 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.

- 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 **2:00 p.m on March 10, 2021**. The pre-proposal conference will be held via Microsoft Teams using the hyperlink and contact information below. The pre-proposal conference will allow all Proposers an opportunity to ask University's representatives relevant questions and clarify provisions of this RFP.

ATTENDANCE AT THE MANDATORY PRE-PROPOSAL CONFERENCE IS REQUIRED IN ORDER FOR A PROPOSAL TO BE CONSIDERED.

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The vendors who wish to join the meeting via Microsoft Teams need to click on the **Join Microsoft Teams Meeting** hyperlink below. You are encouraged to test the link and your connectivity prior to the meeting. Those that wish to call-in may do so by dialing the phone number provided below and using the Conference ID when prompted.

Mandatory Pre-proposal Meeting MS Teams connection information:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 817-502-2418..900602190#](#) United States, Fort Worth

Phone Conference ID: 900 602 190#

[Find a local number](#) | [Reset PIN](#)

The University of Texas at Arlington is not responsible if you are not able to connect to the call for any reason.

Demonstration of current product:

TMAC staff will conduct a demonstration of the current product during the **mandatory** pre-proposal meeting.

Vendors in attendance will have the opportunity to ask questions during the demonstration. All questions will need to be submitted electronically through the MS Teams meeting messaging function and submitted via email to Kristopher.Kizer@uta.edu following the meeting but before the Round 2 Question Deadline as stated in Section 2.4 above. Questions will be answered to the best of our ability; however, the University reserves the right to not respond to all questions. Questions and answers will be distributed via Addendum to those in attendance.

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SECTION 3

SUBMISSION OF PROPOSAL

3.1. Number of Copies

Proposer must submit a complete copy of its entire proposal according to the instructions provided in this RFP. A signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of the submitted proposal.

3.2. Submission

University will not accept proposals submitted by email or fax. All proposals and required documents must be submitted through the University's online portal at www.bidnetdirect.com/arlington.

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, the Notice to Proposer (ref. **Section 2**), Proposal Requirements (ref. **APPENDIX ONE**) and the Scope of Work. 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.** **Scope of Work** document;
- 3.4.1.2.** **Terms and Conditions** document;
- 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 responsible 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**)
- 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
- 3.5.6.** Signed and completed original of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** and **APPENDIX THREE**).

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SECTION 4

GENERAL TERMS AND CONDITIONS

The terms and conditions contained in **ATTACHMENT A** or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will become a part of and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in **ATTACHMENT A**, Proposer will submit the exceptions as part of its proposal in accordance with **Section 5.3.1**. Proposer's exceptions should be submitted using an "in-line" format response using the stated Terms and Conditions set forth in **ATTACHMENT A**. Proposer's exceptions will be reviewed by University and may result in disqualification of the proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of the proposal, then University may consider Proposer's exceptions when University evaluates the proposal.

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SECTION 5**SPECIFICATIONS AND ADDITIONAL QUESTIONS****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 omitted**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 **ATTACHMENT A**, Proposer must submit the exceptions using an "in-line" format as stated in Section 4.
- 5.3.2 Intentionally omitted
- 5.3.3 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 FOUR, 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.
- 5.3.4 In its proposal, Proposer must respond to each item listed in **APPENDIX FIVE, Electronic and Information Resources (EIR) Environment Specifications**. **APPENDIX FIVE** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX FIVE** will be incorporated into the Agreement and will be binding on Contractor.

5.4 Scope of Work

Contractor will provide the following services to University:

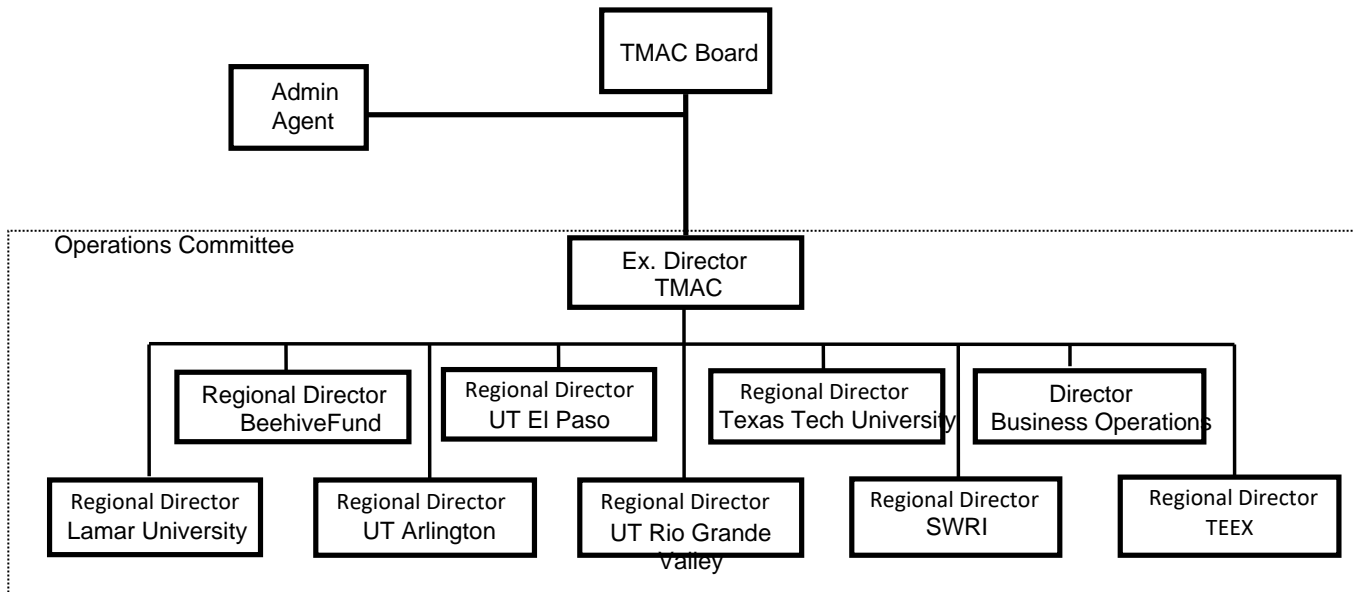
The Texas Manufacturing Assistance Center (TMAC) at the University of Texas at Arlington (UTA) is seeking Requests for Proposal for Migration from Microsoft Dynamics 2011 to Microsoft Dynamics 2013 on-premises. Proposer should include Implementation, Training and Maintenance/Support Services in their submission.

A. BACKGROUND

The Texas Manufacturing Assistance Center's mission is to increase the global competitiveness of the Texas economy by working with the extended manufacturing enterprise to implement new technologies, techniques and best business practices. Approximately 60 TMAC employees, including 50 manufacturing professionals, work with a wide range of

industrial firms located throughout eight Texas regions. Our particular emphasis is on the needs of small to mid-sized manufacturers. We deliver Lean, Quality, Strategic, Technology and Workforce Solutions.

TMAC Organizational Structure



TMAC is an affiliate of the Manufacturing Extension Partnership (MEP) program of National Institute of Standards and Technology (NIST). TMAC consists of eight partner institutions delivering services statewide. The Texas partners are: Beehive Fund (The Woodlands); Lamar University (Beaumont); The University of Texas at Arlington (Arlington); the Texas Engineering Extension Service (TEEX) (Katy), part of The Texas A&M University System; The University of Texas at El Paso (El Paso); Southwest Research Institute (SwRI) (San Antonio); Texas Tech University (Lubbock); and The University of Texas – Rio Grande Valley (Edinburgh).

B. GENERAL DESCRIPTION OF SERVICES

TMAC is seeking to migrate from Microsoft Dynamics 2011 to Microsoft Dynamics CRM 2013 (on-premises) implementation and training services.

Proposer shall have extensive knowledge of Microsoft Dynamics CRM 2013 (on-premises) and documented experience in implementing CRM 2013 (on-premises), preferably for use in a consulting environment. Proposer shall also be capable and available to respond on an “on-call” basis and shall be responsible for acknowledging requests and responding for service within a reasonable time frame.

C. SCOPE OF SERVICES

TMAC intends to contract for Microsoft Dynamics CRM 2013 (on-premises) services to support its statewide operation. The scope of work for this contract includes, but is not limited to, the following items. In the proposal, please provide basic steps, time to complete the step, and the estimated cost for each element listed below.

- Implementation of Microsoft Dynamics CRM 2013 (on-premises),
- Migration of data and customizations from TMAC's existing CRM system, Microsoft Dynamics CRM 2011. Test and validate the migration works properly on Internet Explorer, Firefox and Chrome web browsers. Develop a full documentation that details the steps required to perform the configurations and migrations.
- Set up Dynamics CRM version 2013 for phones and tablets.
- Hands-on training to TMAC staff, including "train the System Administrators". Minimum of 2 virtual (webinar) training sessions and training materials required.
- Prompt and reliable response to project manager throughout implementation and training.

D. TMAC/UTA TECHNICAL INFRASTRUCTURE**New System**

Hosting:	The University of Texas at Arlington Office of Information Technology (OIT)
TMAC Servers:	CRM Servers, Structured Query Language (SQL) Servers. All email will be handled exclusively through the University email system.
Workstations:	Comprised of a mix of desktop and laptops Desktop and Laptops are running a mix of Windows 8 and 10
Backup:	Windows server; maintained by UT Arlington OIT.
Virus & Spam:	Server-based protection for both; maintained by UT Arlington OIT.
Portable Devices:	TMAC staff utilizes a myriad of portable devices.

Current System (Dynamics CRM 2011)

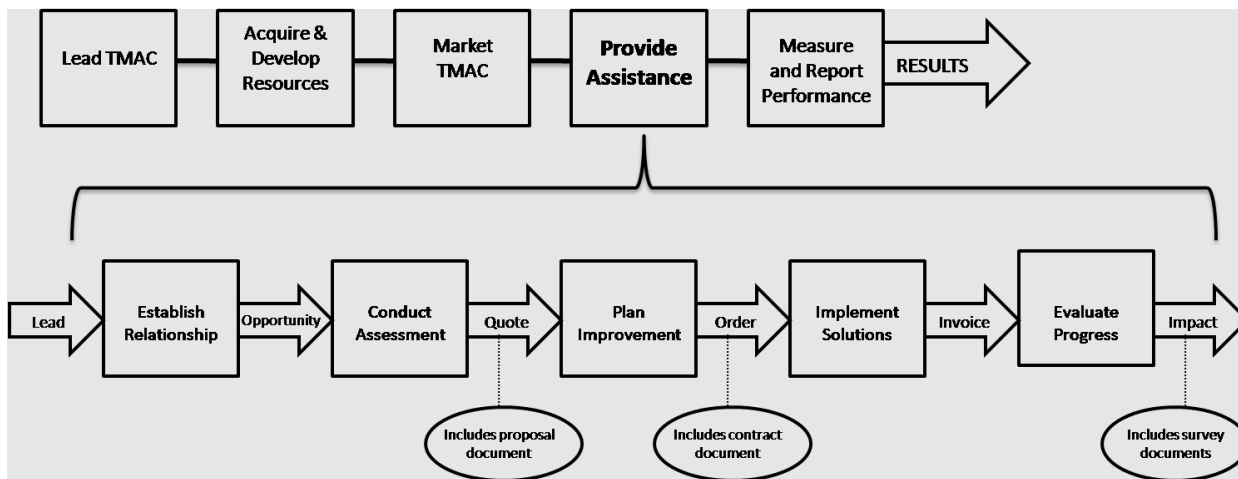
TMAC's CRM is configured for claims-based authentication and IFD (Internet-Facing Deployment). The system runs a SQL 2012 database and is on a Windows 2012 server.

Customizations or modifications of CRM 2011 made to fit TMAC's business processes and reporting needs include:

1. Project management and time tracking capability accounting for both group and individual projects under each account
2. Reporting capability based upon NIST/MEP reporting requirements and management needs
3. Ability to segregate projects/activities by funding source
4. Ability to estimate/save project impacts

E. TMAC PROCESS

The following diagram illustrates the 5 phases of the TMAC business process. The lower part of the chart details the key stages of the “Provide Assistance” phase and how they relate to the CRM. The output of the “Market TMAC” phase is a lead, which is the starting point for “Provide Assistance.” The output of “Provide Assistance” is project impacts, which are inputs to the “Measure and Report Performance” phase.



Accounts

- TMAC is account driven. The account is the top layer. It is usually a company but could be an individual, organization or partner. Under accounts are projects with activities pertaining to those projects. There is one account manager for each account and there may be multiple project managers assigned to the different projects under the account. Each account has a unique ID, to be assigned by the system as new accounts are created.

Activities

- Tasks performed in support of the TMAC business processes. There are a number of activity classifications, some of which are associated with projects. Other types of activities pertain to marketing, program administration, etc.

Individual Projects

- An individual project is performed for one customer and is associated with a single account. Each project has a project manager. Project IDs are assigned automatically at the opportunity stage.

Group Projects

- A Group Project is conducted with multiple companies. A Group Project and its associated activities are therefore linked to multiple accounts. Time charged to Group Projects must be correctly aggregated, i.e. a 20-hour project with 5 participating companies equals 20 project hours, as opposed to five 20-hour Individual Projects which total 100 project hours. Activity entries made to the Group Project must automatically post to the account record of each participating company. Group project IDs are assigned automatically at the opportunity stage.

Impact Results Process

- TMAC customers are surveyed once a year on completed projects. The CRM system must be able to capture projected impacts at time of project completion as well as store actual survey results obtained from an outside

survey contractor. Impact reports by region, project manager, project type, and by actual versus projected impacts are needed. There is an existing impact analysis tool available that we would like to integrate into the CRM.

National Institute of Standards & Technology (NIST) Quarterly Reporting

- **Project Information File (PIF)**
The purpose of the PIF is to capture substantive work that will be surveyed. The PIF contains one record for each substantive project or group project completed during a calendar quarter. PIF records are used to provide descriptive information to National Institute of Standards & Technology Manufacturing Extension Partnership regarding the types of projects and events in which TMAC engaged customers during a particular quarter.

TMAC submits the PIF as an Extensible Markup Language (XML) file. The PIF contains one record for each substantive project/event completed during a certain period. Projects are reported with a single customer ID and group projects have multiple client IDs per record.

- **Customer Information File (CIF)**
The CIF includes basic data on each customer, including company name, address, contact person, and several characteristics such as number of employees and NAICS code. The CIF is submitted as an XML file.

Region-Specific Reporting

- TMAC is one organization with eight operating regions. Reporting must be designed for the regional level as well as the TMAC overall operational level.

TMAC Management Reporting

- TMAC must be able to run reports by the overall operation as well as each individual region and business unit such as by Centers of Excellence. Reports would include time and project reports as well as financial reports.

Staffing Reports

- As part of the project management requirement, all time spent on projects must be recorded to specific projects or to overhead/administrative functions. From this, time reports should be available by staff member, by region and by account/company.

Associating Activities with a Finite Engagement

- All activities must be associated with an account, recorded either to a specific project or to overhead. All projects must have a final engagement or close-out.

F. CONSULTANT CONTRACT ADMINISTRATION

All communications during the proposal process must go through Kristopher Kizer, Contract Specialist at Kristopher.Kizer@uta.edu. Once an award is made, communications should be directed to Richard Curry (Richard.Curry@tmac.org) with a carbon copy to Jose Reyes (Jose.Reyes@tmac.org) and Mei-hwa Huang (Mhuang@tmac.org).

- Budgets shall be based on negotiated rates and the work to be performed.
- Contract shall include milestones and specific deliverables; including a project schedule
- Budget should break out costs for specific deliverables
- Any changes to scope or budget must be approved in advance by UTA

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G. PROPOSAL CONTENT

The proposal response to the Scope of Work shall not exceed 30 total pages in length including cover letter, proposed staffing plan, previous experience, proposed project approach, proposed implementation approach, project schedule, proposed training approach, respondent questionnaire and references. No appendices or elaborate brochures or other presentation material are desired. The proposal should be organized in the following sequence.

Cover Letter - Describe the firm or team's interest in and commitment to the project.

Proposed Staffing Plan - Designate the Project Manager in charge of the project, and the TMAC contact throughout the duration of the contract. The proposal should describe the individuals and their roles on the team. Identify key staff members and a brief resume describing similar projects on which they have been involved, availability of the staff member over the duration of the project and a description of the benefits the person brings to the team. Proposals shall clearly establish principal team members and sub consultants, if used. An organization chart should be included. Any substitution of key staff during the project shall require notification and approval from UTA. Evaluation of this segment of the RFP will be focused on individual members as well as the depth of your proposed team.

References – Include descriptions of relevant projects previously performed by the staff proposed. The descriptions should include what services were performed, the date of the project, unique features of the project which would be beneficial to TMAC. Client references, especially government organizations, including email and phone contact information should also be submitted.

UT System, GPO, DIR: List any active agreements that provide same services requested in this RFP. Include contract reference number, contract contact information and any other relevant reference information. **HUB Status** – State your company's HUB status (if applicable).

Proposed Approach - Provide a general explanation of the approach you would take for completing the work, addressing the tasks above and identifying the deliverables. In addition, provide a general list of additional tasks necessary to complete the work.

Proposed Training Approach – Provide a general explanation of the approach you would take for Microsoft Dynamics CRM 2013 (on-premises) training to engage learners and enhance learning. **Clearly identify individuals who would be responsible for training, noting any certifications they have earned.**

Respondent Questionnaire – Provide answers to the attached questionnaire.

Estimated Costs – As part of your response to Section 6: Pricing and Delivery Schedule, submit a detailed plan with a quote for each section based on the key components listed above under *Scope of Services*. Stipulate that the rates are valid for one year. Vendors must utilize the provided Excel spreadsheet template titled UTA2021-002 Microsoft 2013 Migration Pricing Template to submit their proposed pricing for this solicitation.

H. RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to your Proposal package.

Company Profile

1. Number of years in Business: _____
Type of Operation: Individual: _____ Partnership: _____ Corporation: _____ Government: _____
Number of Employees: _____

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Annual Sales Volume: _____

2. Provide a customer reference list of no less than three (3) organizations with which Respondent currently has contracts with and/or has previously provided software services of equal type and scope within the past two (2) years. Reference list should include company name, contact person, and telephone number, description of products and services provided, and length of business relationship.
3. Does any relationship, whether by relative, business associate, capital funding agreement or any other such kinship exist between your company and any TMAC employee? If yes, please explain.

General Requirements

4. What challenges do you anticipate in serving TMAC and how do you plan to manage these? What assistance will you require from TMAC?
5. Would prefer company have an office in DFW area. Please provide address and contact information.
6. Must be Microsoft Certified Partner

Service Support and Warranty

7. Describe your company's service support philosophy, how is it carried out, and your average response time. Provide hourly rate for service support.
8. Provide a schedule of your service hours and average response time. Include hourly service rates.

Quality Assurance

9. Describe your company's quality assurance program and how you measure customer satisfaction. What are your company's requirements, and how are they measured?

Added Value

10. Provide a list of any services not specified in this RFP that your company will provide to TMAC as part of the system development and implementation.
11. Provide details regarding any special services/benefits offered or advantages in UT Arlington/TMAC selecting your company.

Project Management Phases

- **Implementation, Execution & Data Migration Phase:**
 - During initiation/planning Identify implementation of Microsoft Dynamics CRM 2013 scope and requirements.
 - Develop implementation schedule for migration.
 - Identify project team, deliverables and milestones.
 - Create risk, communication and change order plans.
 - Execution involves the development and completion of deliverables.
 - Work is verified and approved by UTA.
 - Knowledge transfer occurs.
 - Migration of data and customization from existing CRM System to Microsoft Dynamics CRM 2011.
 - Test and validate the migration works properly.
 - Develop full documentation that details steps required to perform the configurations and migrations.
- **Training & Testing Phase:**
 - The contractor will be expected to participate in periodic Project Status Report meetings 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.
 - The vendor's trainers will train UTA's TMAC and partner staff.
 - The vendor should include in their response to UTA the following:

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- 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 Format(s)

- Two Webinar sessions – interactive, web-based video conference, with interactive tools and approaches to engage learners and enhance learning.

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. 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.

- **Service & Support Phase:**

- System Maintenance and Support

SECTION 6**PRICING AND DELIVERY SCHEDULE****UT ARLINGTON RFP: UTA2021-002****PRICING ATTACHMENT**

Proposal of: _____
(Proposer Company Name)

To: The University of Texas at Arlington

RFP No.: **UTA2021-002**

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the Microsoft CRM solution, Implementation & Training Services required pursuant to the above-referenced Request for Proposal upon the terms and conditions quoted below.

6.1. Pricing for Work and Expenses

Pricing needs to be submitted separately from the technical response and according to the instructions and submittal steps in the BidNet system.

Vendors should follow the submission information provided with this solicitation for proposed pricing for work and expenses.

The University is interested in, and will consider in our evaluation, creative ideas from Proposers regarding opportunities for sponsorships, donations or other revenue generating / cost reduction initiatives and/or no cost benefits. Please describe any initiatives you would be willing to negotiate.

The University is interested in receiving itemized pricing for services associated with each of the stated project management phases and proposed delivery schedule as requested below. Vendors should provide pricing models for an On-premises solution. Vendors must utilize the provided Excel spreadsheet template titled UTA2021-002 Microsoft 2013 Migration Pricing Template to submit their proposed pricing for this solicitation.

6.2. Travel Expenses

University will *not* reimburse Contractor for expenses.

6.3. Discounts

Describe all discounts that may be available to University, including educational, federal, state and local discounts.

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6.4. Schedule for Completion of Tasks and Submittal of Deliverables

Vendor should provide a proposed schedule for completion of tasks and submitted deliverables in accordance with the Scope of Work (ref. Section 5.4) and as requested with this solicitation.

Below are the University's phases for which this project will be managed. Reference the phase descriptions in Section 5 to this RFP. The University is interested in receiving a detailed delivery schedule that outlines and includes all appropriate project management phases of this project.

Phase 1: Implementation, Execution & Data Migration
Phase 2: Training and Testing
Phase 3: Service and Support

6.5. Payment Terms

University's standard payment terms are "net 30 days" as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

University will be entitled to withhold _____ percent (____%) of the total payment due under the Agreement until after University's acceptance of the final work product.

Indicate below the prompt payment discount that Proposer offers:

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

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Respondent agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Respondent agrees to provide Respondent's banking information to University in writing on Respondent letterhead signed by an authorized representative of Respondent. Prior to the first payment, University will confirm Respondent's banking information. Changes to Respondent's bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Respondent.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Tax Code](#), and [Title 34 TAC §3.322](#). Pursuant to [34 TAC §3.322\(c\)\(4\)](#), University is not required to provide a tax exemption certificate to establish its tax exempt status.

6.6. Invoicing Instructions

Send Invoices to: TMAC
University of Texas at Arlington
202 E. Border St, Suite 323
Arlington, TX 76019
Attention: Deidra Summerfield
E-Mail: Deidra.Summerfield@tmac.org
Ref. RFP # : UTA2021-002

With a Copy to: Accounts Payable
University of Texas at Arlington
219 W. Main Street

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Arlington, TX 76019
E-Mail: accounts_payable@uta.edu
Ref. RFP #: UTA2021-002

NOTE: Contractor is to provide one (1) combined monthly invoice for scheduled work and for unscheduled work. These invoices should be compiled and sent monthly, as separate line items on one (1) invoice with one (1) PAR (if applicable).

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

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APPENDIX ONE
PROPOSAL REQUIREMENTS

TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION

SECTION 2: EXECUTION OF OFFER

SECTION 3: PROPOSER'S GENERAL QUESTIONNAIRE

SECTION 4: ADDENDA CHECKLIST

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 **APPENDIX TWO**, 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.

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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 1.5 of APPENDIX ONE**), [b] Criteria for Selection (ref. **Section 2.3**), [c] Specifications and Additional Questions (ref. **Section 5**), [d] terms and conditions of the Agreement (ref. **APPENDIX TWO**), 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.

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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

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 through the University's online portal at www.bidnetdirect.com/arlington.

Proposer must also submit the HUB Subcontracting Plan (also called the HSP) as required.

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. 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.

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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 2271, 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.

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- 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.

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- 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 Financial Advisor Disclosure

2.13.1 Proposer ☐ is / ☐ is not a Financial Advisor or service provider for purposes of [Chapter 2263, Government Code](#). If Proposer is a Financial Advisor, Proposer certifies that it has disclosed the following, in writing, to the administrative head of the University and the State Auditor's Office (SAO):

- any relationship Financial Advisor or Proposer has with any party to a transaction with the University, other than a relationship necessary to the investment or funds management services that the Financial Advisor or Proposer performs for University, if a reasonable person could expect the relationship to diminish the Financial Advisor's or Proposer's independence of judgment in the performance of responsibilities to University; and
- all direct or indirect pecuniary interests the Financial Advisor or Proposer has in any party to a transaction with University, if the transaction is connected with any financial device or service the Financial Advisor or Proposer provides to the entity or member, in connection with the management or investment of University funds.

2.13.2 Proposer will:

- disclose any relationship described in **Section 2.13.1**, without regard to whether the relationship is a direct, indirect, personal, private, commercial, or business relationship; and
- file no later than April 15th (for the previous calendar year period) on a form prescribed by the entity, an annual statement with the administrative head of the University and with the SAO disclosing the relationships outlined in **Section 2.13.1**. If no relationship existed during the applicable disclosure period (previous calendar year), the statement will indicate this fact affirmatively.

2.14 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.: UTA2021-002

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:

(Proposing Company's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

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(Email Address)

(FAX Number)

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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.

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- 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 **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.

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- 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.

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SECTION 4

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Name)

To: University

RFP No.: UTA2021-002

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: _____

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APPENDIX TWO

TERMS AND CONDITIONS

See **ATTACHMENT A: TERMS AND CONDITIONS**

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APPENDIX THREE

HUB SUBCONTRACTING PLAN

Proposer must submit one (1) complete copy of HSP to University at the same time it submits its proposal to University (ref. SECTION 3.2 of this RFP). **The HSP must be submitted/uploaded as a separate file/document**, or as directed in BidNet. Proposer must ensure that the HSP clearly shows and makes visible:

- The RFP No. and the Submittal Deadline (ref. **Section 2.1**),
- Name and address of Proposer, and
- File name should include the RFP number and the words "HUB Subcontracting Plan."

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

University will open Proposer's HSP 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.

APPENDIX FOUR

ACCESS BY INDIVIDUALS WITH DISABILITIES

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. Contractor will provide all assistance and cooperation necessary for performance and documentation of accessibility testing, planning, and execution criteria conducted by University or University's third party testing resources, as required by [1 TAC §213.38\(g\)](#).

Accessibility Information

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

- A. Accessibility information for the electronic and information resources (EIR)¹ products or services proposed by Proposer, where applicable, through one of the following methods:
1. URL to completed Voluntary Product Accessibility Templates (VPATs)² or equivalent reporting templates;
 2. accessible electronic document that addresses the same accessibility criteria in substantially the same format as VPATs or equivalent reporting templates; or
 3. URL to a web page which explains how to request completed VPATs, or equivalent reporting templates, for any product under contract.

If credible accessibility documentation cannot be provided, then EIR shall be considered noncompliant; and

- B. 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.

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APPENDIX FIVE**ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS**

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

University is primarily a 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.

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.

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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?

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.

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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.

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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?

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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.
4. To what extent will the Proposer be responsible for remediating a data breach affecting University Records under Proposer's custody?

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.

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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.

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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:

The following is the web page that includes vendor requirements:

https://www.uta.edu/security/policies/cloud_procurement.php

The direct link to the rider is as follows:

https://www.uta.edu/security/assets/pdf/procurement/UTA_Information_Security_Rider_Service_Provider_Security_Practices_Attestation_v1.3.xlsx

NOTE: The rider must be returned in original Microsoft excel format. Include artifacts that provide assurance the Proposer has established a sound information security program, such as a recent third-party assessment or audit of the program or SSAE/SOC reports. The Rider and submitted artifacts will be considered Confidential.

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