

REQUEST FOR PROPOSAL

by

The University of Texas at Arlington

for

**Selection of a Vendor to Provide
College Park Center - Naming Rights Sales Partner**

RFP No. UTA2022-022

Submittal Deadline: August 11, 2022

Issued: July 7, 2022

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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 University of Texas at Arlington is seeking a driven, innovative, and collaborative business partner with a demonstrated, successful track record in assisting other arena/facility owners with naming rights sales, to help secure Naming Rights and potential key sponsorship partners for College Park Center. The selected partner will conduct a thorough valuation of the project, develop and execute a customized go-to-market strategy grounded in analytics and market-specific data to generate multiple viable candidates, and ultimately, in consultation with the University, identify the best long-term Naming Rights partner for the College Park Center and the University of Texas at Arlington and potential business and educational partners for key building sponsors within the facility that bring additional value to the University and campus community.

As part of the project, the selected partner shall develop and deliver to the University a comprehensive valuation of the Naming Rights to College Park Center, and valuation of landmark partner zones within the College Park Center. These valuations should include a general inventory of assets and comprehensive market data supporting the valuation.

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.

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**).

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 TWO (2) 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,

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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 College Park Center - Naming Rights Sales Partner 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 College Park Center - Naming Rights Sales Partner services or, is able to perform the College Park Center - Naming Rights Sales Partner services in-house; provided that the Contractor will not be required to continue performing the College Park Center - Naming Rights Sales Partner services for more than 180 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 College Park Center - Naming Rights Sales Partner 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/arlinton (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/arlinton for additional RFP documents.

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>.

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SECTION 2

NOTICE TO PROPOSER**2.1 Submittal Deadline**

University will accept proposals until **3:00 p.m.** Central Time, on August 11, 2022 (**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:
RFP No. UTA2022-022

*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 July 15, 2022 (**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:

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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; 5 pts
- 2.3.2.2 Reputation of the Proposer and of the Proposer's goods or services; 20 pts
- 2.3.2.3 Quality of the Proposer's goods or services; 20 pts
- 2.3.2.4 Extent to which the goods or services meet the University's needs; 20 pts
- 2.3.2.5 Proposer's past relationship with the University; 5 pts
- 2.3.2.6 Total long-term cost to the University of acquiring the Proposer's goods or services; 20 pts
- 2.3.2.7 Any other relevant factors that a private business entity would consider in selecting a vendor; 10 pts

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2.4 Key Events Schedule

Date RFP Issued	July 7, 2022
Question Deadline (ref. Section 2.2)	July 15, 2022 at 3:00 p.m. CST
Non-Mandatory Pre-Proposal Conference (ref. Section 2.6)	July 20, 2022 at 3:00 p.m. CST
HUB Subcontracting Training Call	July 21, 2022 at 10:00 a.m. CST
HUB Subcontracting Plan Courtesy Review Deadline	August 4, 2022 at 3:00p.m. CST
Submittal Deadline (ref. Section 2.1)	August 11, 2022 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 July 21, 2022 at 10:00 a.m. Central Prevailing Time with:

**HUB Program Manager
Mario Ramirez**

HUB Subcontracting Training Call
Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 817-502-2418,,342919320#](#) United States, Fort Worth

Phone Conference ID: 342 919 320#

[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:

Mario Ramirez
(817) 272-2039
mario.ramirez@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 **non-mandatory** pre-proposal conference at **3:00 p.m on July 20, 2022**. 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.

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.

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RFP Pre-proposal MS Teams meeting
Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 817-502-2418,899319038#](#) United States, Fort Worth

Phone Conference ID: 899 319 038#

[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.

Site Visit

There is no site visit tour currently scheduled for this RFP. If this changes, vendors will be notified via published Addendum to the RFP.

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

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

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3.5 Submittal Checklist

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

- 3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)
- 3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6**)
- 3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)
- 3.5.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)
- 3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5**)
- 3.5.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** and **APPENDIX 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 Minimum Requirements (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 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [§2252.908, Government Code](#)) and [1 TAC §§46.1 through 46.5](#)) as implemented by the Texas Ethics Commission (**TEC**), including, among other things, providing TEC and University with information required on the form promulgated by TEC and set forth in **APPENDIX EIGHT**. *Proposer may learn more about these disclosure requirements, including the applicable exceptions and use of the TEC electronic filing system, by reviewing §2252.908, Government Code, and information on the TEC website at https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php. **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.***

5.4 Scope of Work

Contractor will provide the following services to University:

The University of Texas at Arlington is seeking a driven, innovative, and collaborative business partner with a demonstrated, successful track record in assisting other arena/facility owners with naming rights sales, to help secure Naming Rights and potential key sponsorship partners for College Park Center. The selected partner will conduct a thorough valuation of the project, develop and execute a customized go-to-market strategy grounded in analytics and market-specific data to generate multiple viable candidates, and ultimately, in consultation with the University, identify the best long-term Naming Rights partner for the College Park Center and the University of Texas at Arlington and potential business and educational partners for key building sponsors within the facility that bring additional value to the University and campus community.

As part of the project, the selected partner shall develop and deliver to the University a comprehensive valuation of the Naming Rights to College Park Center, and valuation of landmark partner zones within the College Park Center. These valuations should include a general inventory of assets and comprehensive market data supporting the valuation.

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Deliverables:

Vendors should provide information to the university using the following outline. The University's expectations are that the information outlined in this Scope of Work be the minimal level of services provided. Vendors are encouraged to propose services that exceed expectations.

1. Experience and Reputation of the Proposer's Services
 - a. Please outline you company's experience in securing naming rights and key sponsorship partners for sports and entertainment venues. Include information of key personnel that would be working on this project, along with their individual experience.
2. Quality of the Proposer's Services
 - a. Please provide an outline of the approach your company would take to secure a Naming Rights partner for the College Park Center.
 - b. Please outline an anticipated project schedule and key milestones, to include advance preparation work, go-to-market strategy, anticipated timeline for securing key partnership(s), and final execution of Naming Right implementation.
3. Extent to which the services meet the University's needs
 - a. How many university and sports arenas/stadiums has your company provided like services for within the past five years? Please provide venue information, extent of services, notable achievement on the project, and references.
4. Proposer's past relationship with the University
5. Total long-term cost to the University of acquiring the Proposer's services
 - a. Outline your company's financial proposal for services defined in this RFP
6. Any other relevant factors that a private business entity would consider in selecting a vendor
 - a. Fully describe and explain any optional services that your company will provide that are not part of the required services outlined in this RFP. Include any applicable associated costs to the University for such services.

Vendors are encouraged to become familiar with University of Texas System Regents Rule 80307: Naming Policy. Access to this rule can be found using the following link:

<https://www.utsystem.edu/board-of-regents/rules/80307-naming-policy>

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SECTION 6**PRICING AND DELIVERY SCHEDULE**

Proposal of: _____
(Proposer Name)

To: University of Texas at Arlington

NOTE 1: Any contract over \$2.5 Million will not be valid without prior approval of the UT System Board of Regents. The Board of Regents must approve all contracts or agreements, with a total cost or monetary value to the U. T. System or any of the institutions of more than \$2.5 million. The total cost or monetary value of the contract includes all potential contract extensions or renewals whether automatic or by operation of additional documentation. For purposes of this Rule, any contract with unspecified cost or monetary value with a term of greater than four years is presumed to have a total value of greater than \$2.5 million.

RFP No.: UTA2022-022

Ladies and Gentlemen:

Having examined specifications and requirements of this RFP (including attachments), the undersigned proposes to furnish Work upon the pricing terms quoted below:

6.1 Term of 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 TWO (2) additional renewal terms of ONE (1) year each.

6.2 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.

6.3 Travel Expenses

University will *not* reimburse Contractor for expenses.

6.4 Discounts

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

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6.5 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.

6.6 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.

6.7 Invoicing Instructions

Send Invoices to: Special Events Facilities
University of Texas at Arlington
College Park Center
Box 19900
Arlington, TX 76019
Attention: Jeff Davis
E-Mail: Jeff.Davis@uta.edu
Ref. RFP # : UTA2022-022

With a Copy to: Accounts Payable
University of Texas at Arlington
219 W. Main Street
Arlington, TX 76019
E-Mail: accounts_payable@uta.edu
Ref. RFP #: UTA2022-022

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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

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SECTION 1**GENERAL INFORMATION****1.1 Purpose**

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

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

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

1.2 Inquiries and Interpretations

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

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

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

1.3 Public Information

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

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

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

1.4 Type of Agreement

Contractor, if any, will be required to enter into a contract with University in a form that (i) includes terms and conditions substantially similar to the terms and conditions set forth in **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.

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

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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 by **Section 2.5**.

University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the HSP as required by **Section 2.5**. 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](#), Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 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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- 2.1.15 Pursuant to Chapter 2274, *Texas Government Code* (enacted by [SB 19, 87th Texas Legislature, Regular Session \(2021\)](#)), Proposer verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of any contract or agreement resulting from this RFP against a firearm entity or firearm trade association. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.
- 2.1.16 Pursuant to Chapter 2274, *Texas Government Code* (enacted by [SB 13, 87th Texas Legislature, Regular Session \(2021\)](#)), Proposer verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies 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 verification is inaccurate.
- 2.1.17 Pursuant to Section 161.0085, *Texas Health and Safety Code* (enacted by [SB 968, 87th Texas Legislature, Regular Session \(2021\)](#)), Proposer certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Proposer's business. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
- 2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this [Execution of Offer](#), or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.
- 2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.
- 2.4 Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., Business and Commerce Code](#), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.
- 2.6 Child Support Certification.** Under [§231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.
- 2.7 Relationship Certifications.**
- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of UT System, on the other hand, other than the relationships which have been previously disclosed to University in writing.
 - Proposer has not been an employee of any member institution of UT System within the immediate twelve (12) months prior to the Submittal Deadline.
 - No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. [§669.003, Government Code](#)).
 - All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.
- 2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](#)) and the *Texas Hazard Communication Act*, [Chapter 502, Health and Safety Code](#), and all related regulations in effect or proposed as of the date of this RFP.
- 2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this [Execution of Offer](#). All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.

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- 2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965\(c\), Health & Safety Code](#), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, Health & Safety Code](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328, §361.952\(2\), Health & Safety Code](#), states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term “computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.
- 2.12 Conflict of Interest Certification.**
- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
 - Proposer’s provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
 - Proposer has disclosed any personnel who are related to any current or former employees of University.
 - Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.
- 2.13 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:
- (a) 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
 - (b) 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 Certification Relating to Critical Infrastructure.** Pursuant to Chapter 2274, *Texas Government Code (enacted by SB 2116, 87th Texas Legislature, Regular Session (2021))*, Proposer certifies (A) it is neither owned by nor is the majority of stock or other ownership interest of the Proposer held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2274.0103 of the *Texas Government Code* (a “designated country”) or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; and (B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country. Proposer understands that the prohibitions set forth in the preceding sentence apply regardless of whether (1) Proposer’s or its parent company’s securities are publicly traded or (2) Proposer or its parent company is listed on a public stock exchange as either (a) a Chinese, Iranian, North Korean, or Russian company or (b) a company of a designated country. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
- 2.15 Proposer Compliance and Warranty Relating to Cloud Computing Services.** The Texas Department of Information Resources (DIR) has established and implemented a state risk and authorization management program providing a standardized approach for security assessment, authorization, and continuous monitoring of cloud computing services (CCSs) that process (including storing or transmitting) the data of Texas state agencies (TX-RAMP). The requirements of TX-RAMP include [Section 2054.0593 of the Texas Government Code, Title 1, Rule 202.77 of the Texas Administrative Code](#), and DIR’s TX-RAMP Manual.

Proposer represents and warrants that throughout the term of any Agreement resulting from this RFP it will comply with the requirements of TX-RAMP and that all CCSs subject to TX-RAMP will comply with the requirements of and be certified under TX-RAMP. The CCSs subject to TX-RAMP include those provided by Proposer either through such an Agreement or in furtherance of such an Agreement, including CCSs provided through Proposer’s subcontractors or third-party providers. A CCS used in furtherance of an Agreement includes a CCS that Proposer or its subcontractors or third-party providers use to process (including storing or transmitting) University data, even if the University itself does not access or use that CCS.

Proposer’s subcontractors or third-party providers responsible solely for servicing or supporting a CCS provided by Proposer or another Proposer subcontractor or third-party provider shall not be required to provide evidence of TX-RAMP certification; instead, Proposer will be responsible

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for providing such evidence. The list of current TX-RAMP certified CCSs and DIR's TX-RAMP Manual are set forth at <https://dir.texas.gov/txramp>.

Proposer understands and agrees that the University may not enter into or renew a contract with Proposer to purchase CCSs that are subject to TX-RAMP unless Proposer demonstrates compliance with TX-RAMP requirements. Proposer acknowledges that any Agreement resulting from this RFP may be terminated and payment withheld if Proposer does not comply with TX-RAMP or this Section.

Proposer's representations, warranties, and obligations under this Section 2.15 include any CCSs that are identified by Proposer in its response to Option 2 in Section 3.2.5 of Appendix One.

216 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: _____

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

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

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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 §559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

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

3.1 Proposer Profile

3.1.1 Legal name of Proposer company:

Address of principal place of business:

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

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

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

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

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

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

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

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

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required

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by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to [§231.006, Family Code](#), and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)), and other applicable law.

3.2 Approach to Work

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.
- 3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:
- 3.2.3.1 Identification of tasks to be performed;
 - 3.2.3.2 Time frames to perform the identified tasks;
 - 3.2.3.3 Project management methodology;
 - 3.2.3.4 Implementation strategy; and
 - 3.2.3.5 The expected time frame in which the services would be implemented.
- 3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.
- 3.2.5 Proposer must select, and if necessary complete, one of the following two options regarding cloud computing services ("CCSs"):
- _____ **OPTION 1:** Proposer represents and warrants that it will not provide any CCSs either through this Agreement or in furtherance of this Agreement, as provided in Section 2.15 of Appendix One.
- _____ **OPTION 2:** Proposer represents and warrants that it will provide the following CCSs either through this Agreement or in furtherance of this Agreement, as provided in Section 2.15 of Appendix One:
- _____
- _____
- _____

3.3 General Requirements

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

3.4 Service Support

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

3.5 Quality Assurance

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

3.6 Miscellaneous

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

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SECTION 4
ADDENDA CHECKLIST

Proposal of: _____
(Proposer Name)

To: University of Texas at Arlington

RFP No.: UTA2022-022

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

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.

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APPENDIX FOUR

CERTIFICATE OF INTERESTED PARTIES
(Texas Ethics Commission Form 1295)

This is a sample Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. If not exempt under [Section 2252.908\(c\), Government Code](#), Contractor must use the Texas Ethics Commission electronic filing web page (at https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University. **The Certificate of Interested Parties will be submitted only by Contractor to University with the signed Agreement.**

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CERTIFICATE OF INTERESTED PARTIES		FORM 1295															
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY															
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		MUST file online at www.ethics.state.tx.us/File															
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																	
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																	
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)														
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 2px;">Controlling</td> <td style="text-align: center; padding: 2px;">Intermediary</td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>	Controlling	Intermediary												
Controlling	Intermediary																
5 Check only if there is NO Interested Party. <input type="checkbox"/>																	
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right; margin-right: 100px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																	
ADD ADDITIONAL PAGES AS NECESSARY																	