



# **REQUEST FOR QUALIFICATIONS**

by

**The University of Texas Permian Basin**

for

**Selection of a Vendor to Provide  
Financial and Compliance Audit Services**

related to

**The University of Texas Permian Basin  
STEM Academy Charter School**

**RFQ No. 742-21-170-3**

**Submittal Deadline: \_\_\_\_\_**

Issued: \_\_\_\_\_, 20\_\_

**REQUEST FOR QUALIFICATIONS**

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## SECTION 1

### INTRODUCTION

#### 1.1 Description of University

The Texas Legislature established the University of Texas Permian Basin in 1969 as an upper-level institution, offering junior, senior and graduate level classes. Courses were first taught in the fall of 1973. In 1991, UTPB was granted authority by the legislature to offer freshman and sophomore level classes. Currently, UTPB offers degrees in 34 undergraduate programs and 19 Graduate areas of study. The University of Texas Permian Basin has become a leader in on-line education and offers several degrees completely on-line at the undergraduate and graduate level. Enrollment fall 2020 is approximately 6,200 with about 1,200 students residing on campus. Accredited programs include Petroleum Engineering (ABET), Mechanical Engineering (ABET), Teacher Certification (NCATE), Athletic Training (CAATE), Music (NASM), Social Work (CSWE), Business (AACSB), and Nursing (CCNE).

The first school in Texas to offer a \$10,000 bachelor's degree in select majors, UTPB has now been recognized as the fourth least expensive Texas public, four-year institution for all college expenses, including tuition and fees, according to a College for All Texans' report. The Athletic program consists of 16 NCAA Division II athletic teams involving over 400 student-athletes. UTPB is a member of the Lone Star Conference, one of the traditionally strongest conferences in the country. UTPB has been recognized by the Texas Higher Education Coordinating Board as having had a greater percentage of students employed or attending graduate school after graduation than other Texas schools. In addition, as College for Texans has pointed out, UTPB graduates exceed the state average for salaries one year after graduation. To find out more about UT Permian Basin, please visit [www.utpb.edu](http://www.utpb.edu).

#### 1.2 Objective of Request for Qualifications

The University of Texas Permian Basin is soliciting Request for Qualifications (RFQ) No. 742-21-170-3 from licensed professionals Financial Auditors to perform work Financial Audit Services for the University's STEM Academy (Charter School) more specifically described in **Section 5.4**, Scope of Work, of this Request for Qualifications (RFQ).

#### 1.3 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 RFQ. 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 RFQ could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing 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 RFQ. Any purchases made by other institutions based on this RFQ will be the sole responsibility of those institutions.

## SECTION 2

### NOTICE TO PROPOSER

#### 2.1 Submittal Deadline

University will accept proposals until Thursday, October 08, 2020 at 2: 00p.m Central Time (**Submittal Deadline**).

#### 2.2 RFQ Contact Information and Questions

Interested parties may direct questions about this RFQ to:

The University of Texas Permian Basin  
Office of Purchasing  
Mesa Building 4th Floor  
4901 E. University Blvd.  
Odessa TX 79762  
Attn: Elsa. Montalvo  
Director of Purchasing  
Phone: 432-552-2795  
E-mail: [montalvo\\_e@utpb.edu](mailto:montalvo_e@utpb.edu)  
(Email communications are preferred)  
**RFQ# 742-21-170-3**

University instructs interested parties to restrict all contact and questions regarding this RFQ to written communications *delivered (i) in accordance with this Section on or before September 25, 2020 (**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 RFQ (**Contractor**) will be Proposer that submits a proposal on or before the Submittal Deadline that is selected by University in accordance with the requirements and specifications set forth in this RFQ as the most advantageous to University.

Proposer should submit a proposal offering the maximum benefit to University in terms of (1) demonstrated competence and qualifications, and (2) fair and reasonable cost.

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 considered by University in evaluating qualifications and selecting the most highly qualified Proposer will be demonstrated competence and qualifications to perform the Work for a fair and reasonable price.

## 2.4 Key Events Schedule

Date RFQ Issued	September 22, 2020
Question Deadline (ref. <b>Section 2.2</b> )	September 25, 2020
Submittal Deadline	<b>Thursday, October 08,2020 at 2:00 pm</b> Central Time

## 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 RFQ, Contractor subcontracts any Work, then Contractor must make a good faith effort to utilize HUBs certified by the Statewide Procurement and Statewide 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 RFQ. 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 RFQ. Furthermore, any subcontracting of Work by Contractor is subject to review by University to ensure compliance with the HUB program.
- 2.5.2 University has reviewed this RFQ in accordance with [34 Texas Administrative Code \(TAC\) §20.285](#), and has determined that subcontracting opportunities are not probable under this RFQ.
- 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 RFQ, including **APPENDIX THREE**. Proposers that fail to submit the HSP will be considered non-responsive to this RFQ as required by [§2161.252, Government Code](#).*

*Questions regarding the HSP may be directed to:*

*Contact: E. Montalvo  
Director of Purchasing  
UTPB  
Phone: 432-552-2795  
Email: Montalvo\_e@utpb.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 RFQ are amended in writing to conform to the modified HSP.

- 2.5.4 At the same time *Proposer submits* its proposal (*no later than the Submittal Deadline* (ref. **Section 2.1**)), Proposer must submit the following HUB materials (**HUB Materials**):

- (a) **One (1) complete electronic copy of Proposer's HSP**, and
- (b) **One (1) complete electronic copy of Proposer's HSP in a single .pdf file on a flash drive.**

Proposer's HUB Materials must be submitted (as instructed in **Section 3.2**) under separate cover and in a separate envelope (HSP Envelope) with the top outside surface clearly indicating:

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

2.5.4.2 Name and the return address of Proposer, and

2.5.4.3 Phrase "HUB Subcontracting Plan."

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

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

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

- 2.5.5 University may offer Proposer an opportunity to seek informal review of its draft HSP by University's HUB Office before the Submittal Deadline. 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**.

## SECTION 3

### SUBMISSION OF PROPOSAL

#### 3.1 Number of Copies

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

#### 3.2 Submission

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

The University of Texas Permian Basin  
Office of Purchasing  
Mesa Building 4th Floor  
4901 E. University Blvd.  
Odessa TX 79762  
Attn: Elsa. Montalvo  
Director of Purchasing  
Phone: 432-552-2795  
E-mail: [montalvo\\_e@utpb.edu](mailto:montalvo_e@utpb.edu)  
(Email communications are preferred)  
**RFQ# 742-21-170-3**

#### 3.3 Proposal Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of ninety (90) 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 RFQ, including the Agreement (ref. **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 RFQ, 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 Agreement (ref. **APPENDIX TWO**);

3.4.1.3 Proposal Requirements (ref. **APPENDIX ONE**);

3.4.1.4 Notice to Proposers (ref. **Section 2**).

### 3.5 Submittal Checklist

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

- 3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)
- 3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6**)
- 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**).



## SECTION 4

### TERMS AND CONDITIONS

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any contract or agreement that results from this RFQ.

## 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

Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

- 5.2.1 University wishes to obtain the services of an appropriately licensed Certified Public Accounting firm to perform the Services described in Section 5.4 of the RFQ
- 5.2.2 The engagement is to perform audits in accordance with auditing standards generally accepted in the United States of America (“generally accepted auditing standards”), the standards applicable to financial audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States and in accordance with auditing standards and requirements of the Texas Education Agency as per Financial Accountability System Resource Guide (FASRG).
- 5.2.3 The audits will be planned and performed to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. The audits will include obtaining an understanding of internal controls sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. The audits will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements and the audit will also include assessing the accounting principles used and significant estimates made by management, as well, as evaluating the overall financial statement presentation.
- 5.2.4 The scope of the independent auditor’s opinion must encompass, at a minimum, the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.
- 5.2.5 Respondent shall maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under a resulting Contract. Personnel assigned to perform the audit services shall have extensive experience with standards established by the Governmental Accounting Standards Board as well as the Financial Accounting Standards Board.

#### 5.3 Additional Questions Specific to this RFQ

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

- 5.3.1 If Proposer takes exception to any terms or conditions set forth in **APPENDIX TWO**), Proposer must submit a list of the exceptions.
- 5.3.2 In its proposal, Proposer must respond to each item listed in **APPENDIX FIVE, Security Characteristics and Functionality of Contractor’s Information Resources**. **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:

### 5.4.1 University's STEM Academy Financial and Compliance Audit Services\_

#### 5.4.1.1 General

The engagement is to perform audits in accordance with auditing standards generally accepted in the United States of America ("generally accepted auditing standards"), the standards applicable to financial audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States and in accordance with auditing standards and requirements of the Texas Education Agency as per The Financial Accountability System Resource Guide (FASRG). Audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including related notes to the financial statements which collectively compromise the basic financial statements of the Charter as of and for the year ended in August 31, 2019 and provide an opinion in relation to the financial statements as a whole in a report combined with auditors' report on the financial statements, which include schedule of expenses and Texas Education Agency Schedule(s).

#### 5.4.1.2 Components of an Audit An audit includes the following:

- Consideration of internal control over financial reporting, as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Funds' internal control over financial reporting
- Examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements
- Assessing the accounting principles used and significant estimates made by management
- Evaluating the overall financial statement presentation.

Additional services to include:

- Preparation of documents: Assist in preparing the financial statements and related notes of the Charter in conformity with GAAP based on information provided by the Charter.
- Advisory Services: Provide routine advisory services. o Correspondence
- Professional Proofing
- Printing and Binding of report
- Electronic Report

## Management Responsibilities

– Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

– Management is also responsible for establishing and maintaining effective internal controls, including the monitoring ongoing activities, to help ensure that appropriate goals and objectives are met, for the selection and application of accounting principles, and for the fair presentation in the financial statements of the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the School and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

– Management is also responsible for making all financial records and related information available to us for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatement aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

– Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Management's responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, affecting the government received in communications from employees, former employees, grantors, regulators, or theirs. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

– Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or their studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies.

– Management is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that informational

### 5.4.1.3 Reasonable Assurance

Contractor will plan and perform the audit(s) to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. However, because of the characteristics of fraud, a properly planned and performed audit may not detect a material misstatement. Therefore, an audit conducted in accordance with generally accepted auditing standards is designed to obtain reasonable, rather than absolute, assurance that the financial statements are free of material misstatement. An audit is not designed to detect error or fraud that is immaterial to the financial statements, nor is it designed to provide assurance on internal control or to identify deficiencies in internal control.

#### 5.4.1.4 Fraud and Illegal Acts

Contractor will report directly to the University Executive Director of Audit and Consulting Services and to University's Institutional Audit Committee any fraud of which Contractor becomes aware that involves senior management and any fraud (whether caused by senior management or other employees) of which Contractor becomes aware that causes a material misstatement of the financial statements. Contractor will report to the Executive Director of Audit and Consulting Services and to senior management any fraud perpetrated by lower-level employees of which Contractor becomes aware that does not cause a material misstatement of the financial statements.

Contractor will inform the Executive Director of Audit and Consulting Services and appropriate level of management and determine that University's Institutional Audit Committee is adequately informed with respect to illegal acts that have been detected or have otherwise come to Contractor's attention in the course of the audit, unless the illegal acts are clearly inconsequential.

#### 5.4.1.5 Internal Control Matters

Contractor will report directly to the Executive Director of Audit and Consulting Services and appropriate level of management all significant deficiencies and material weaknesses identified during the audit. Contractor's written communication will identify those matters considered by Contractor to be significant deficiencies and those that are considered by Contractor to be material weaknesses.

A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects University's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of financial statements that is more than inconsequential will not be prevented or detected. A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected.

In addition, Contractor will communicate to the Executive Director of Audit and Consulting Services and appropriate level of management certain other matters related to the conduct of the audit, including, when applicable:

- Contractor's responsibility as auditors under generally accepted auditing standards and Government Auditing Standards

- Significant accounting policies
- Management judgments and accounting estimates
- Audit adjustments
- Other information in documents containing audited financial statements
- Disagreements with management
- Consultation by management with other accountants on significant matters
- Difficulties encountered in performing the audit.

#### 5.4.1.6 Representation Letters

Contractor will make specific inquiries of University's management about the representations embodied in the financial statements. As part of the audit procedures, Contractor will request that management provide Contractor with a representation letter acknowledging management's responsibility for the preparation of the financial statements and for compliance with laws and regulations.

#### 5.4.1.7 Report Availability

University may (i) include or make available audit reports on an electronic site, including as necessary to comply with its continuing disclosure obligations entered into in accordance with federal and state laws; (ii) distribute such reports to potential donors or in response to open records requests; or (iii) otherwise make such reports available in any other manner where such reports are in their respective original formats as issued by Contractor.

#### 5.4.2 The University of Texas Permian Basin Charter School

Contractor will audit and provide a report on the annual financial and compliance report of University's Charter School for the fiscal year ending August 31, 2019, in accordance with auditing standards and requirements of the Texas Education Agency as per The Financial Accountability System Resource Guide (FASRG) located at:  
<https://tea.texas.gov/sites/default/files/FASRG%20Module%204%20-%20Auditing%20V15.pdf>

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

**Proposal of:** \_\_\_\_\_  
(Proposer Name)

**To:** University of Texas Permian Basin

**Ref.:** The University of Texas Permian Basin STEM Academy Charter School

**RFQ No.:** 742-21-170-3

Ladies and Gentlemen:

Having examined specifications and requirements of this RFQ (including attachments), the undersigned proposes to furnish the requested Services upon the terms quoted below:

**6.1 Term of Agreement**

University anticipates that the term of the Agreement may be up to two (2) year initial term of the Agreement and three additional one (1) year term upon mutual agreement. The initial term of the Agreement proposed to begin on January 01, 2021, and proposed to expire on December 31, 2022. University may elect to renew the Agreement for up to three (3) additional one (1) year terms.

**6.2 Pricing for Services Offered**

UNIVERSITY'S CHARTER SCHOOL	ESTIMATED HOURS	RATE PER HOURS	UNIVERSITY CHARTER SCHOOL AUDIT (REF. 5.4 OF THIS RFQ)
PROPOSED FEE, NOT TO EXCEED		\$	\$
PARTNER			
MANAGER			
SENIOR			
STAFF			
OTHER			
TOTAL			
ESTIMATION OF OUT-OF-POCKET EXPENSES		\$	\$

**6.3 Delivery Schedule of Events and Time Periods**

University's Charter School: The financial reports will be available from the Charter School around November 1st. The audit report must be delivered to University no later than TBD.

**6.4 Payment Terms**

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

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.

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**APPENDIX ONE**  
**PROPOSAL REQUIREMENTS**

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## SECTION 1

### GENERAL INFORMATION

#### 1.1 Purpose

University is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFQ. This RFQ 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 RFQ 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 RFQ will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ 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 RFQ and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFQ. 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 RFQ 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 RFQ 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 RFQ by means other than directly from University is responsible for notifying University that it has received an RFQ 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 RFQ 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 RFQ 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 RFQ, 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 substantially similar to the Agreement between University and Contractor attached to this RFQ as **APPENDIX TWO**, and otherwise acceptable to University in all respects (**Agreement**).

#### 1.5 Proposal Evaluation Process

University will select Contractor using the evaluation 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 RFQ (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 reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFQ 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. University will maintain in its files concerning this RFQ a written record of the basis upon which a selection, if any, is made by University.

#### 1.6 Proposer's Acceptance of RFQ 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 RFQ; and (2) acknowledges that some subjective judgments must be made by University during this RFQ process.

#### 1.7 Solicitation for Proposal and Proposal Preparation Costs

Proposer understands and agrees that (1) this RFQ 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 RFQ; (2) University issues this RFQ 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 RFQ.

#### 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 RFQ 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 RFQ 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 RFQ. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFQ.
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFQ. 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 RFQ 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 RFQ may be rejected by University, in University's sole discretion.

#### 1.9 Preparation and Submittal Instructions

##### 1.9.1 Specifications and Additional Questions

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

##### 1.9.2 Execution of Offer

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

##### 1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6**), as part of its proposal.

In the Pricing and Delivery Schedule, 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 include 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 will complete each 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 RFQ (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4 of APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

1.9.6 Submission

*Proposer* should *submit* all proposal materials as *instructed* in **Section 3**, RFQ No. (ref. **Title Page**) and Submittal Deadline (ref. **Section 2.1**) should be clearly shown (1) in the Subject line of any email transmitting the proposal, and (2) in the lower left-hand corner on the top surface of any envelope or package containing the proposal. In addition, the name and the return address of the Proposer should be clearly visible in any email or on any envelope or package.

Proposer must also submit the HUB Subcontracting Plan (also called the HSP) as required by **Section 2.6**.

University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the HSP as required by **Section 2.6**. University will not accept proposals submitted by telephone or FAX transmission.

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

## SECTION 2

### EXECUTION OF OFFER

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

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

- 2.1.1 Proposer will furnish Work to University and comply with all terms, conditions, requirements and specifications set forth in this RFQ and any resulting Agreement.
- 2.1.2 This RFQ 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 RFQ 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 RFQ. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFQ.
- 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 RFQ 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 RFQ 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 RFQ 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 SETTTLING 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 RFQ.
- 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 RFQ, and (b) do not place any requirements on University that are not set forth in this RFQ. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFQ 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 RFQ 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 RFQ, 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 RFQ 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 RFQ (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 RFQ 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 RFQ 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 RFQ.
- 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 RFQ 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 RFQ 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 RFQ.
- 2.13 Proposer should complete the following information:**
- If Proposer is a Corporation, then State of Incorporation: \_\_\_\_\_
- If Proposer is a Corporation, then Proposer's Corporate Charter Number: \_\_\_\_\_
- RFQ No.: \_\_\_\_\_

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

**Submitted and Certified By:**

\_\_\_\_\_  
(Proposer Institution's Name)

\_\_\_\_\_  
(Signature of Duly Authorized Representative)

\_\_\_\_\_  
(Printed Name/Title)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Proposer's Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(FAX Number)

SECTION 3

**PROPOSER'S GENERAL QUESTIONNAIRE**

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

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

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

\_\_\_\_\_

Address of principal place of business:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of years in Business: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Annual Revenues Volume: \_\_\_\_\_

Name of Parent Corporation, if any \_\_\_\_\_

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

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

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

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

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

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

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFQ. 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 RFQ.
- 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 RFQ. 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 RFQ that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFQ.
- 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 RFQ.
- 3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

**SECTION 4**  
**ADDENDA CHECKLIST**

**Proposal of:** \_\_\_\_\_  
(Proposer Name)

**To:** University

**RFQ No.:** \_\_\_\_\_

Ladies and Gentlemen:

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

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

APPENDIX TWO  
AGREEMENT  
**SAMPLE**  
SERVICES AGREEMENT

This Services Agreement (**Agreement**), dated effective [DATE] (**Effective Date**), is entered into by and between **THE UNIVERSITY OF TEXAS PERMIAN BASIN**, a state agency (**UT**), and [PROVIDER NAME], [CHOOSE ONE AND DELETE REMAINING CHOICES: an individual, a \_\_\_\_\_ corporation, a \_\_\_\_\_ partnership or a \_\_\_\_\_ limited liability company] (**Contractor**).

UT needs Contractor's services to support [PROJECT NAME] (**Project**).

Contractor has the expertise and qualifications, and is willing to provide services necessary to support the Project.

UT and Contractor agree as follows:

1. **SERVICES.** Contractor will perform the services (**Services**) and provide deliverables (**Deliverables**) described in **Exhibit A** to the satisfaction of UT.
2. **TERM.** The term (**Term**) of this Agreement will begin on [DATE], and will expire [DATE], unless sooner terminated.
3. **FEES; PAYMENT.** UT is exempt from Texas Sales & Use Tax on goods and services in accordance with §151.309, *Tax Code*, and Title 34 *Texas Administrative Code* §3.322, and is not required to provide a tax exemption certificate to establish its tax exempt status. Subject to and in accordance with Chapter 2251, *Government Code*, UT will pay Contractor Fees and reimburse Travel Expenses, if any, specified in **Exhibit B**, no later than 30 days after the later of 1) performance of the Services; or 2) receipt of invoice and travel receipts. In accordance with §51.012, *Education Code*, Contractor will receive payments from UT through electronic funds transfer methods. Contractor will provide Contractor's bank information in writing on Contractor letterhead signed by an authorized representative of Contractor. UT will confirm Contractor's bank information before the first payment. Changes to Contractor's bank information must be communicated 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 Contractor.
4. **RELATIONSHIP OF THE PARTIES.** Contractor is an independent contractor and is not an employee, partner, joint venturer, or agent of UT. Contractor will not bind nor attempt to bind UT to any agreement.
5. **WARRANTIES AND REPRESENTATIONS.**
  - 5.1 **Compliance with Laws and Policy.** Contractor will comply with (a) all applicable federal, state and local laws (**Applicable Laws**), and (b) for Services performed on UT premises, the *Rules and Regulations* of the Board of Regents of UT (**Board**) at <http://www.utsystem.edu/bor/rules/> and the policies of UT at <https://www.utsystem.edu/sites/policy-library/uts-policies> (**UT Rules**). Neither Contractor, nor anyone acting for a firm, corporation or institution represented by Contractor, has (1) violated the antitrust laws of the State of Texas (ref. Chapter 15, *Business and Commerce Code*), or federal antitrust laws, or (2) communicated directly or indirectly the content of Contractor's response to any UT procurement solicitation to any competitor or other person engaged in a similar line of business during the procurement process for this Agreement.
  - 5.2 **Performance.** Contractor warrants that it will perform the Services in a good and workmanlike manner and in accordance with commercially reasonable standards of Contractor's profession or business.
  - 5.3 **Legal Name.** Contractor represents and agrees that this Agreement reflects Contractor's full and correct legal name.
  - 5.4 **Ethics Matters; No Financial Interest.** Contractor and its officers, employees, agents, representatives and permitted subcontractors (**Contractor Parties**) have read and understand UT's Conflicts of Interest Policy available at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts180-conflicts-interest-commitment-outside-activities>, UT's Standards of Conduct Guide available at <https://www.utsystem.edu/documents/docs/policies-rules/ut-system-administration-standards-conduct-guide>, and applicable state ethics laws and rules available at <https://www.utsystem.edu/offices/systemwide-compliance/ethics> (**Ethics Guidance**). Contractor Parties will not assist or cause UT, Regents, officers, employees, agents or representatives (**UT Parties**) to violate Ethics Guidance. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.
6. **WORK MATERIAL.** All drawings, specifications, plans, computations, data, photographs, records, models, statements, reports, and other deliverables or materials prepared or produced by Contractor Parties in connection with the Services (**Work Material**), whether or not accepted or rejected by UT, are the property of UT and for UT's exclusive use and re-use at any time without further compensation and without any restriction. Contractor grants and assigns to UT all rights in and claims to the Work Material and will cooperate with UT in obtaining or enforcing UT's rights and claims.

Contractor will not use the Work Material except as expressly authorized by this Agreement. Contractor will not apply for any copyright, patent or other property right related to the Work Material.

- 7. CONFIDENTIALITY AND SAFEGUARDING OF UT RECORDS; PRESS RELEASES; PUBLIC INFORMATION.** Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of UT, or (3) have access to, records or record systems (**UT Records**). However, UT will not provide to Contractor, and Contractor will never seek to access, any UT Records that contain personally identifiable information regarding any individual that is not available to any requestor under the Texas Public Information Act (**TPIA**), Chapter 552, Government Code, including “directory information” of any student who has opted to prohibit the release of their “directory information” as that term is defined under the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and its implementing regulations. Contractor will: (1) hold UT Records in strict confidence and will not use or disclose UT Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by UT in writing; (2) safeguard UT Records according to reasonable administrative, physical and technical standards (such as standards established by the National Institute of Standards and Technology and the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that UT Records are safeguarded and the confidentiality of UT Records is maintained in accordance with all Applicable Laws and the terms of this Agreement; and (4) comply with UT Rules regarding access to and use of UT’s computer systems, including UT165 at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts165-information-resources-use-and-security-policy>. At the request of UT, Contractor agrees to provide UT with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of UT Records.

  - 7.1 Return of UT Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement all UT Records created or received from or on behalf of UT, will be (1) returned to UT, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any UT Records, Contractor will provide UT with written notice of Contractor’s intent to destroy UT Records. Within five (5) days after destruction, Contractor will confirm to UT in writing the destruction of UT Records.
  - 7.2 Press Releases.** Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of UT.
  - 7.3 Public Information.** UT adheres to Applicable Laws (including opinions of the Texas Attorney General) related to disclosure of public information under TPIA. In accordance with §552.002 of TPIA and §2252.907, Government Code, at no additional charge to UT, Contractor will make any information created or exchanged with UT pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by UT that is accessible by the public.
- 8. TRANSFER PROHIBITED.** Contractor's interest in this Agreement may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, without the express written consent of UT.
- 9. INSURANCE.** CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT UT DOES NOT MAINTAIN AND WILL NOT OBTAIN INSURANCE OF ANY TYPE TO PROTECT CONTRACTOR AGAINST ANY LOSS, DAMAGE OR INJURY THAT MAY IN ANY WAY RESULT FROM CONTRACTOR’S PERFORMANCE OF THE SERVICES. CONTRACTOR HEREBY RELEASES UT PARTIES FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR COSTS RELATING TO THE PERFORMANCE OF THE SERVICES, UT’S USE OF THE WORK MATERIAL, AND UT’S RELIANCE ON THE SERVICES.
- 10. INDEMNITY.** CONTRACTOR WILL INDEMNIFY, HOLD HARMLESS AND DEFEND UT PARTIES, FROM AND AGAINST ALL LIABILITIES, DAMAGES, CLAIMS, DEMANDS, ACTIONS (LEGAL OR EQUITABLE), AND COSTS AND EXPENSES (INCLUDING ATTORNEYS’ FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING CLAIMS), OF ANY KIND OR NATURE, ARISING FROM CONTRACTOR’S PERFORMANCE OF THE SERVICES THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION, OR WILLFUL MISCONDUCT, OF CONTRACTOR OR ANY CONTRACTOR PARTIES FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. UT WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL IT SELECTS AT ITS OWN EXPENSE. IN ADDITION, CONTRACTOR WILL INDEMNIFY, HOLD HARMLESS AND DEFEND UT PARTIES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT ARISING BY OR OUT OF THE PERFORMANCE OF SERVICES.
- 11. FORCE MAJEURE.** Neither party will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control.
- 12. TERMINATION.** UT may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. UT will pay Contractor for Services satisfactorily performed through the date of termination. Notwithstanding any provision to the contrary, UT will not pay Contractor Fees or reimburse Travel Expenses incurred after the date Contractor is given notice that Contractor could have avoided or mitigated.

- 13. NOTICES.** Any notices, consents, approvals or other communications required under this Agreement will be in writing, and sent via certified mail, hand delivery, overnight courier, fax or email. Notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, fax or email, when received:

**UT:**

[Insert mailing address.]

Fax: [Insert fax number.]

Email: [Insert email address.]

Attn: \_\_\_\_\_

**CONTRACTOR:**

[Insert mailing address.]

Fax: [Insert fax number.]

Email: [Insert email address.]

Attn: \_\_\_\_\_

or other person or address given in writing by either party in accordance with this Section.

- 14. ENTIRE AGREEMENT; EXTERNAL TERMS; AMENDMENT.** This Agreement (including exhibits and schedules which are attached and incorporated for all purposes) states the entire agreement and understanding between the parties, supersedes all prior agreements, written or oral, between the parties with respect to the subject matter of this Agreement, and prevails over and replaces all other agreements (including shrinkwrap, clickwrap, browsewrap, web-based terms of use, and any other terms displayed in any format that UT Parties accept or agree to before or in the course of accessing or using any Services), concerning Contractor's performance of the Services (**External Terms**). Prior agreements and External Terms are null and void and will have no effect, regardless of whether UT Parties agreed to the prior agreements or External Terms. This Agreement is binding on the parties, their successors and assigns, and may not be amended except by writing signed by authorized representatives of both parties.

**15. ADDITIONAL STATUTORY PROVISIONS.**

**15.1 Venue; Governing Law.** Ector County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

**15.2 Breach of Contract Claims.** To the extent that Chapter 2260, *Government Code*, is applicable to this Agreement and not preempted by other applicable law, the Chapter 2260 dispute resolution process, will be used by UT and Contractor to attempt to resolve any breach of contract claim made by Contractor that cannot be resolved in the ordinary course of business. The chief business officer of UT will examine the claim, and any counterclaim, and negotiate with Contractor in an effort to resolve those claims. Neither the execution of this Agreement, nor any other conduct, action or inaction of any UT Party relating to this Agreement constitutes or is intended to constitute a waiver of UT's or the state's sovereign immunity to suit. UT has not and does not waive its right to seek redress in the courts.

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

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

**15.5 Contractor Certification regarding Boycotting Israel.** 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.

**15.6 Contractor Certification regarding Business with Certain Countries and Organizations.** Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**15.7 Statements and Bond.** If Services are performed on UT premises, Contractor will comply with all requirements of Subchapter C, Chapter 2252, *Government Code*, including the provision of financial statements, payment statements derived from sales tax reports, and bonds.

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

**15.9 Loss of Funding.** Performance by UT may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and allocation of funds by Board. If the Legislature fails to appropriate or allot the necessary funds or the Board fails to allocate the necessary funds, UT may terminate this Agreement immediately without liability.

- 16. CRIMINAL BACKGROUND CHECK.** If requested by UT, Contractor will submit to a criminal background check (CBC) which may include verification of Contractor's addresses and tax identification number. Contractor will

provide information and documents requested by UT. If Contractor fails to timely submit the information or documents, UT may terminate this Agreement under **Section 8**. UT will bear the expense of the CBC.

- 17. CYBERSECURITY TRAINING PROGRAM.** If Contractor and/or its subcontractors, officers, or employees will have an account on a state computer system (for example, an account to an application, database, or network), then pursuant to [Section 2054.5192, Texas Government Code](#), Contractor and its subcontractors, officers, and employees must complete a cybersecurity training program certified under [Section 2054.519, Texas Government Code](#) and selected by the University. The cybersecurity training program must be completed by Contractor and its subcontractors, officers, and employees during the term and any renewal period of this Agreement. Contractor shall verify completion of the program to the University. ]
- 18. TEXAS PUBLIC INFORMATION ACT - SUBCHAPTER J REQUIREMENTS.** Pursuant to [Section 552.372 of the Texas Government Code](#), Contractor must:
- (1) preserve all contracting information (ref. [Section 552.003\(7\), Texas Government Code](#)) related to this Agreement as provided by the records retention requirements applicable to University for the duration of this Agreement;
  - (2) promptly provide to the University any contracting information related to this Agreement that is in the custody or possession of Contractor on request of the University; and
  - (3) on completion of this Agreement, either:
    - (A) provide at no cost to the University all contracting information related to this Agreement that is in the custody or possession of Contractor, or
    - (B) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to the University.

University may not accept a bid for a contract described by [Section 552.371, Texas Government Code](#) or award the contract to an entity that the University has determined has knowingly or intentionally failed to comply with Subchapter J in a previous bid or contract described by Section 552.371 unless the University determines and documents that the entity has taken adequate steps to ensure future compliance with the requirements of Subchapter J.

If Contractor fails to comply with the requirements of Subchapter J applicable to Contractor, then University shall provide written notice to Contractor stating the requirement(s) of Subchapter J that Contractor has violated. Such notice will also advise Contractor that University may terminate this Agreement without further obligation to Contractor if (a) Contractor does not cure the violation on or before the 10th business day after the date the University provides the notice, (b) the University determines that Contractor has intentionally or knowingly failed to comply with a requirement of that Subchapter J, and (c) the University determines that Contractor has not taken adequate steps to ensure future compliance with the requirements of Subchapter J. For purposes of the above, Contractor has taken adequate steps to ensure future compliance with Subchapter J if: (1) Contractor produces contracting information requested by the University that is in the custody or possession of Contractor not later than the 10th business day after the date the University makes the request and (2) Contractor establishes a records management program to enable Contractor to comply with Subchapter J.

Authorized representatives of the parties have executed this Agreement effective as of the Effective Date:

**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Full Name / Title (if Contractor is not an individual)

***For Contractor who are individuals, initial below:***

By initialing here       , I represent that I am a citizen of the United States or a U.S. Lawful Permanent Resident.

**DEPARTMENT AUTHORIZATION / FUNDING SOURCE**

Payments to be made from:

\_\_\_\_\_  
Project ID

\_\_\_\_\_  
Contractor Vendor ID

Department Budget Authority Approver:

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**UTPB**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**EXHIBIT A**  
**SERVICES, DELIVERABLES AND SCHEDULE**

**1. Services and Schedule:**

Contractor will perform the following Services on the following Schedule and in accordance with the terms of this Agreement:

**2. Deliverables and Schedule:**

Contractor will deliver the following Work Materials to UT on the following Schedule:



**EXHIBIT B**  
**COMPENSATION**

**1. Fees:**

Subject to **Section 3**, Contractor will be paid and amount (**Fees**) for efforts expended directly and solely in performance of the Services at an HOURLY rate of \_\_\_\_\_ dollars (\$) for a total number of \_\_\_\_\_ ( ) hours between (DATE), (YEAR) and (DATE), (YEAR).

Total Fees will not exceed \_\_\_\_\_ dollars (\$) (*excluding Travel Expenses*), without written consent of UT.

Contractor may be subject to Internal Revenue Service tax reporting

**APPENDIX THREE**

**HUB SUBCONTRACTING PLAN**

<https://www.utsystem.edu/offices/historically-underutilized-business/hub-forms/hub-plan-templates-commodities-services-procurement>

## 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\(g\)](#).]

## APPENDIX FIVE

### SECURITY

#### CHARACTERISTICS AND FUNCTIONALITY OF CONTRACTOR'S INFORMATION RESOURCES

The specifications, representations, warranties and agreements set forth in Proposer's responses to this **APPENDIX FIVE** 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 RFQ.
2. List all products, including imbedded products that are a part of Information Resources and the corresponding owner of each product.
3. Describe any assumptions made by Proposer in its proposal regarding information security outside those already listed in the proposal.

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

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

11. Does Proposer encrypt backups of University Records? If yes, describe the methods used by Proposer to encrypt backup data. If no, what alternative safeguards does Proposer use to protect backups against unauthorized access?
12. Describe the security features incorporated into Information Resources to safeguard University Records containing confidential information.

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

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

### **Access Control**

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

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

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

### **Use of Data**

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

1. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that have access to the environment hosting all systems that would hold or process University Records, or from which University Records may be accessed, to ensure that University Records will not be accessed or used in an unauthorized manner?
2. What safeguards does Proposer have in place to segregate University Records from system data and other customer data and/or as applicable, to separate specific University data, such as HIPAA and FERPA protected data, from University Records that are not subject to such protection, to prevent accidental and unauthorized access to University Records?

3. What safeguards does Proposer have in place to prevent the unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of University Records?
4. What procedures and safeguards does Proposer have in place for sanitizing and disposing of University Records according to prescribed retention schedules or following the conclusion of a project or termination of a contract to render University Records unrecoverable and prevent accidental and unauthorized access to University Records? Describe the degree to which sanitizing and disposal processes addresses University data that may be contained within backup systems. If University data contained in backup systems is not fully sanitized, describe processes in place that would prevent subsequent restoration of backed-up University data.

#### **Data Transmission**

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

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

2. How does data flow between University and Information Resources? If connecting via a private circuit, describe what security features are incorporated into the private circuit. If connecting via a public network (e.g., the Internet), describe the way Proposer will safeguard University Records.
3. Do Information Resources secure data transmission between University and Proposer? If yes, describe how Proposer provides that security. If no, what alternative safeguards are used to protect University Records in transit?

#### **Notification of Security Incidents**

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

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

#### **Compliance with Applicable Legal & Regulatory Requirements**

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

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

