

# UNT | SYSTEM™

## REQUEST FOR PROPOSAL

*RFP No.: RFP752-20-238516-TL*

*Title: Compliance Software*

Proposal Submittal Deadline: **December 17, 2019, 2:00 pm, local time**

Prepared by:

Tawana Laster, Senior Buyer

University of North Texas System Procurement Services

Business Service Center

1112 Dallas Drive, Suite 4000

Denton, Texas 76205

Date Issued: November 19, 2019

# REQUEST FOR PROPOSAL

## Table of Contents

SECTION 1: INTRODUCTION .....	3
SECTION 2: NOTICE TO PROPOSER.....	3
SECTION 3: SUBMITTAL OF PROPOSAL.....	4
SECTION 4: GENERAL TERMS AND CONDITIONS.....	6
SECTION 5: SCOPE OF SERVICES.....	6
SECTION 6: TECHNICAL PROPOSAL REQUIREMENTS.....	4
APPENDIX ONE .....	16
Section 1: Affirmations and Confirmations .....	16
Section 2: Execution of Offer .....	20
Section 3: Proposer’s General Questionnaire .....	23
Section 4: Addenda Checklist .....	25
ATTACHMENT(S)	
Attachment A: System Acquisition Survey-Service Provider Survey	
Attachment B: Sample Services Agreement	

## SECTION 1: INTRODUCTION

### 1.1 UNTS System Description

The University of North Texas System (UNTS) is a University system that is composed of the University of North Texas in Denton (UNT), the University of North Texas Health Science Center (UNTHSC) in Fort Worth and the University of North Texas at Dallas (UNTD). The UNT System Administration is based in downtown Dallas. The three independent universities of the UNT System have combined enrollment of just over 42,000 students across five major teaching locations, including each main campus as well as Frisco and downtown Dallas. Proposals submitted in response to this RFP shall be for goods and/or services provided to UNTS, UNT, UNTHSC and/or UNTD, as agreed to in writing by the parties.

### 1.2 Background

UNTS is seeking proposals for a comprehensive integrated software solution (“Solution”) for North Texas Athletics Compliance (“UNT Compliance”) and North Texas Athletics Recruiting.

### 1.3 Group Purchase Authority

Texas law authorizes institutions of higher education to use the group purchasing procurement method (ref. Sections 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(s) under this Section. Should another institution exercise this option the resulting contract and obligations shall be between that institution and the vendor with UNTS incurring no obligation as a result thereof.

## SECTION 2: NOTICE TO PROPOSER

### 2.1 Submittal Deadline

UNTS will accept proposals submitted in response to this RFP until 2:00 p.m., local time, on December 17, 2019 (the “Submittal Deadline”).

### 2.2 UNTS Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following UNTS contact (“UNTS Contact”):

**Tawana Laster, Senior Buyer**

The University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to the UNTS Contact via the following link: <https://www.untsystem.edu/bid-inquiry>.

The UNTS Contact must receive all questions or concerns no later than 2:00 pm, local time on December 4, 2019. It is UNTS’ intent to respond to all appropriate questions and concerns; however, UNTS reserves the right to decline to respond to any question or concern.

Answers to questions will be posted via addendum to this RFP on UNTS Business Service Center Bid Opportunities web page located at: <https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities>. Vendors are strongly advised to review this page at least four (4) business days prior to the due date for submissions or earlier to ensure that you have received all applicable addenda.

### 2.3 Criteria for Selection

The successful Proposer(s), if any, will be the Proposer(s) who submit a response to this RFP on or before the Submittal Deadline, and whose response is the best value UNTS, taking into consideration the evaluation criteria contained herein. Selection by UNTS will be in accordance with the requirements and specifications set forth in this RFP. The successful Proposer(s) is/are referred to as the “Contractor”. UNTS reserves the right to make a single award from this solicitation or multiple awards, whatever is in the best interest of the University, with UNTS being the sole judge thereof.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to UNTS as outlined below. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to UNTS in a contract for the services.

An evaluation team from UNTS will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. Proposers should address, within the response, each of the criteria listed in this section. Failure to respond to these criteria may result in your proposal receiving a negative rating or considered as non-responsive. Proposers should note that the awarded proposal may not be the lowest offer, but the offer(s) deemed most advantageous to UNTS as described in this section.

The criteria to be considered by UNTS in evaluating proposals and selecting awardee(s) will be the following factors:

- 2.3.1 Qualifications/Experience-qualifications of the firm's experience, the number of years in the industry, and the success of the firm. Also, within the context of the project, responsiveness to and understanding of the University's requirements and goals.
- 2.3.2 Proposal: Clear, concise, complete and compelling proposals which demonstrate how the firms' proposal contributes to the success of the North Texas Athletics' goal.
- 2.3.3 References
- 2.3.4 Technical Requirements
- 2.3.5 Financial Proposal: all-inclusive cost of the project including implantation, training, year over year maintenance/ updates.

Furthermore, UNTS may consider information related to past contract performance of a respondent including, but not limited to, the Texas Comptroller of Public Accounts Vendor Performance Tracking System.

## 2.4 Schedule of Key Events

Issuance of RFP ..... 11/19/2019  
(Ref. **Section 2.6** of this RFP)  
Deadline for Questions/Concerns ..... 12/4/2019, 2:00 pm, local time  
(Ref. **Section 2.2** of this RFP)  
Answers to Questions posted ..... 12/6/2019, 5:00 pm, local time  
Submittal Deadline ..... 12/17/2019, 2:00 pm, local time  
(Ref. **Section 2.1** of this RFP)

**Note:** This events schedule is for planning purposes only and may be changed at the sole discretion of UNTS.

## 2.5 Historically Underutilized Businesses

In accordance with Texas Gov't Code §2161.252 and Texas Administrative Code §20.14, each state agency (including institutions of higher education) as defined by §2151.002 that considers entering into a contract with an expected value of \$100,000 or more shall, before agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract.

UNTS has determined that subcontracting opportunities (check one)  are probable  are not probable under the agreement.

## SECTION 3: SUBMITTAL OF PROPOSAL

### 3.1 Number of Copies

Proposer must submit one (1) complete original copy of its *entire* proposal. An *original* signature by an authorized officer must appear on the Execution of Offer (ref. Appendix One, Section 2) of submitted proposal. The Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

***The University does not consider electronic signatures to be valid for submittal of competitive solicitation responses. Therefore, the original signature must be a "wet signature."***

In addition to the original proposal, Proposer must submit one (1) complete copy of the *entire* proposal electronically on a USB flash drive. The USB flash drive must include a protective cover and be labeled with Proposer's name and the RFP number.

### 3.2 Submittal

Proposals must be received by UNTS on or before the Submittal Deadline (ref. Section 2.1 of this RFP) and should be delivered to:

University of North Texas System  
Procurement Services  
Business Service Center  
1112 Dallas Drive, Suite 4000  
Denton, TX 76205

Proposals must be typed on letter-size (8.5" x 11") paper. Sections within the proposal are to be tabbed for ease of reference. Pre-printed material(s), if included, should be referenced in the proposal and included as labeled attachments.

Proposer should submit all proposal materials enclosed in a sealed envelope, box and/or container. The RFP No. and the Submittal Deadline (ref. Section 2.1 of this RFP) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Proposer must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP), if required, as directed by this RFP (ref. Section 2.5 of the RFP.)

**Note: If proposal requires the submittal of an HSP, the completed HSP documents and the proposal response documents must be in separate sealed envelopes. Both envelopes are to be placed in a master container, and such master container should be marked in the lower left-hand corner with the RFP number and name and Submittal Deadline, as stated above.** Request for Proposal number and submittal date should be marked in the lower left-hand corner of sealed bid envelope (box/container). If an HSP is required (refer to Section 2.5), both the proposal and the completed HSP must be in individual sealed envelopes and both envelopes placed in one sealed master container.

**Note:** Electronic submittals via facsimile or other electronic means will not be accepted, unless otherwise specified within this RFP.

### 3.3 Proposal Validity Period

Each proposal must state that it will remain valid for UNTS' acceptance for a minimum of one hundred and eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and, any unforeseen delays. Should circumstances arise that require an extension to this period, UNTS reserves the right to provide extensions at its discretion.

### 3.4 Terms and Conditions

- 3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Notice to Proposer (ref. Section 2 of this RFP), Proposal Requirements (ref. Section 5 of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:
- 3.4.1.1 Specification (ref. Section 5 of this RFP),
  - 3.4.1.2 Proposal Requirements (ref. Appendix One),
  - 3.4.1.3 Notice to Proposers (ref. Section 2 of this RFP).
- 3.4.2 UNTS intends to enter into an agreement with the Contractor in substantially the form of the attached Sample Agreement.(refer to Click to enter Attachment name). Award is contingent upon the successful execution of agreement.

### **3.5 Submittal Checklist**

Proposer is to complete, sign, and return the following documents as a part of its proposal. Failure to return each of these items with the proposal may result in rejection of the proposal.

- 3.5.1 Signed and Completed Execution of Offer (ref. Appendix One, Section 2).
- 3.5.2 Responses to Proposer's General Questionnaire (ref. Appendix One, Section 3).
- 3.5.3 Signed and Completed Addenda Checklist (ref. Appendix One, Section 4).
- 3.5.4 Responses to evaluation criteria.

## **SECTION 4: GENERAL TERMS AND CONDITIONS**

UNTS' standard purchase order terms and conditions can be found at [https://www.untsystem.edu/sites/default/files/bsc\\_po\\_terms\\_2019.pdf](https://www.untsystem.edu/sites/default/files/bsc_po_terms_2019.pdf). Additionally, attached is a sample Services Agreement (refer to Section 3.4.2 of this RFP).

### **4.1 Term**

The initial term of the contract resulting from this RFP shall be for two (2) years, with three (3) options to extend in one (1) year increments. Options to extend are by mutual consent and in writing. Either party may terminate after year one without penalty by giving at least one-hundred eighty (180) days' notice to the other party.

### **4.2 Exceptions**

Any exceptions to the terms in either our standard purchase order terms and conditions or those included in the sample agreement should be clearly stated and included in a separate section of the Proposer's response and marked "exceptions". Proposers are advised that should UNTS not accept a stated exception, the result might be in the disqualification of the proposal.

## **SECTION 5: SCOPE OF SERVICES**

### **5.1 Vendor Minimum Requirements**

**5.1.1** Proven track record of providing services to Division I college athletics program. This shall be demonstrated by the submittal of a list of three (3) present customers to serve as references. References must be similar in complexity and size to North Texas. North Texas to be sole judge of similarity and will contact listed references to verify services offered and similarities of systems. Submittal to include the reference school name, address, contact name, contact email address, and contact phone number.

**5.1.2** Supply, modify/update, install components or otherwise make available the software necessary to facilitate the efficient use of software. Provide Athletic Department with all technical upgrades and advances made to the basic templates during the lifetime of the agreement.

**5.1.3** North Texas reserves the right to add additional services or capabilities at an agreed upon price.

**5.1.4** Upon award, respondent will be required to complete and adhere to the System Acquisition Security Risk Survey (attached.)

## **5.2 Specifications/Deliverables**

The primary purpose of the RFP is to identify a comprehensive and integrated software solution that meets the needs of multiple North Texas Athletics departments, to improve performance, efficiency and productivity of day-to-day functions.

The proposal MUST include software solutions for two (2) specific functions/departments:

- 1) North Texas Athletics Compliance software for permitted staff to use for roster management, monitoring of calls, emails and texts, form creation, workflows, eligibility tracking, financial aid and various levels of reporting.
- 2) North Texas Athletics Recruiting software for managing all aspects of recruiting prospective student-athletes, including, but not limited to, profile monitoring, correspondence documentation, video/film management, questionnaires, and both individual and mass communications.

The Proposer shall provide options and additional software components (“Additional Software Components”) which further integrate North Texas Athletics (i.e. camps, business/finance, marketing, development, equipment, etc.). Describe any and all future software opportunities that would further integrate North Texas Athletics. The Additional Software Components, while not part of the main scope of this RFP, may be added in the future based on UNT’s operating and integration needs of the Solution.

The Solution shall contain various levels of access (i.e. user controls) for appropriate North Texas Athletics personnel. Changing, adding, and/or deleting access levels to these solutions must occur in a timely manner.

If the transfer of data or information is necessary, the Solution shall have capabilities of transferring all data from the current source/software to the Proposer’s software in a timely manner as to meet all timelines.

The Proposer must have an extensive strategy and plan to combat various types of data loss, misuse, or malfunction.

Proposers must have similar and current experience with other intercollegiate programs of similar size and scope to North Texas Athletics.

## **SECTION 6 – TECHNICAL RESPONSE**

The following are the response requirements for this RFP. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content, aberrations in form may at the University’s discretion, render the proposal non-responsive.

***The RFP response must be written and organized in the exact order of each line item in this RFP. If your proposal is not in this format or does not include all of the listed items, it may be deemed nonresponsive.***

**Address/answer each question below in detail, with attachments as necessary. Sections 6.1 – 6.6.0 are to be submitted as your Technical Proposal and must be submitted separately from your Financial Proposal.**

## **6.1 Proposer Qualifications/Experience**

Please give a brief history of your company and detail your company's qualifications and duration of experience. Please include the following information:

- a. A brief description of the firm, including ownership.
- b. Brief qualification and biography of the specific personnel to be assigned to the university account (including implementation team, account service representative(s), etc.). Describe experience levels of each such individual, including the number of years of related experience and how long they have been with the firm.
- c. Address of office that would be providing service under this agreement
- d. Number of years in business
- e. Number of years in business under current ownership
- f. List all acquisitions and mergers in the past 5 years
- g. State of incorporation
- h. Number of employees
- i. Please detail the firm's direct past and present experience with major intercollegiate athletics at the Group of 5 conference level (i.e. AAC, C-USA, MAC, Mountain West, and Sun Belt), as well as other NCAA Division I institutions in the state of Texas.
- j. Please detail any special resources, skills, or services that your firm would provide to the University of North Texas
- k. Detail your ability and expertise to perform services in a highly professional and timely manner
- l. Describe the firm's value proposition and competitive advantage as it relates to bidding on this RFP
- m. Provide a listing of the last ten (10) implementations, including dates, of institutions with similar size and scope.

## **6.2 References**

Proposer is required to submit three (3) references from other similarly situated universities directly using the same, or substantially the same, system and solution. Please include, at a minimum, the following information:

- Client name
- Contact name and title
- Phone number
- E-mail address
- Brief description of the scope of the business relationship and value
- Current status of business relationship

References may be contacted at any time during this RFP process to determine a Proposer's responsibility.

## **6.3 Technical Proposal Requirements**

### **6.3.1 System Capability- General Overview of Proposed Solutions**

Briefly describe a general overview of the Solution. Additionally, provide information on the following:

- a. Provide a detailed timeline for Solution implementation, including but not limited to, data transfer time, training periods, and a "go live" date.



- b. Does the Solution provide an audit trail of all operational transactions?
- c. Provide details on annual upgrades and product development, as well as details on how upgrades are installed without modifying existing functionality.
- d. Explain options for future upgrades, product enhancements, or additional product lines.
  - If other product lines, related to athletics software, are offered, can the products be bundled?
  - What discounts, if any, are associated with bundling of future products
  - Explain the benefits of additional software integration, and what savings may be associated with future product lines.

### **6.3.2 Compliance Software Expectations and Capabilities**

Proposer's Solution shall have the capability to perform the following functions and tasks. Acknowledge any limitations the Solution may have concerning these functions. If the Proposer's software cannot perform any of the following tasks, make known any and all options available to perform similar tasks.

#### **6.3.2.1 Roster Management**

- a. Student-athlete rosters must be formed from the profiles that are created for prospective student-athletes ("PSA"). Once a PSA has enrolled at the university, the same profile should roll over, so that all information associated with the recruitment of the student-athlete remains on their profile.
- b. Student-athlete rosters should be accessed by all parties set up as a user or those that have login permissions.
- c. Rosters must be customizable so that they can be split by year, position, eligibility, etc.
  - It is necessary that each student-athlete profile contain multiple tabs for information pertaining to financial aid, academic performance, and eligibility.
  - All administrative users should have access to editing the information on these tabs so that UNT Compliance is not solely responsible for inputting the information.
  - The information input each year shall be saved to the profile and remain visible for the duration of the student-athlete's eligibility. Once eligibility has expired for a student-athlete, they can be removed from the roster but all information in their profile can be archived, still readily accessible for future years.
  - Student-athlete rosters need be accessible by all parties set up as a user and that have the ability to login.
  - Both coaches and the UNT Compliance users shall have the authority to edit the roster at any time.
  - Users, other than coaches or UNT Compliance, may be given the capability to edit and make changes to a roster if the administrators choose to do so.
  - The users given authority to edit rosters may add or delete members of the roster and change the player type.
  - The system must offer the ease of making roster changes individually or as a group, in the instance there were a large number of student-athletes who need their roster status changed.
- d. It is essential that all users be capable of communicating with student-athletes, coaches and staff, via call, e-mail or text through roster management features. The

system shall be accessible through a tablet or cell phone, so communication can be sent through the system from any location.

- e. User should have the authority to create groups from the roster based on any type of information.
- f. The user may choose which groups or individuals should receive the information.
- g. If a group has not been created, roster management features must offer the capability to sort the roster by each column with a different type of data (e.g. position, year in school, etc.).
- h. The Solution must include the ability to send out mass email alerts concerning important and urgent topics to one student-athlete, a selected group of student-athletes, or the entire athletics department.
  - The option to send e-mails and/or text messages must be present when working offline from a cell phone or tablet.
  - A copy of all communication sent by a coach should be housed on the system for access by the institution's users with appropriate administrative access.
  - Quick and easy access to choosing the recipients of mass communication should be present.
  - If choosing individuals, multiple student-athletes, or staff members across teams and offices may be chosen.

#### **6.3.2.2 Monitoring**

- a. Software must monitor phone calls, text messages and e-mails sent by coaches, as well as record on/off campus contacts and off-campus evaluations using a dashboard view.
- b. Once logged in, a UNT Compliance administrator shall have the ability to view all correspondence flagged as impermissible and open the flagged communication from the view to access more details about the instance in question.
- c. A same-page overview shall also be provided with the recruiting activities that have been recorded and flagged as a warning; more information on the warning is a one-click away from the overview screen.
- d. A coach shall have the ability to record evaluations and recruiting contact through the system's phone application while on the road.
- e. Activities recorded or submitted must update real-time so that other users can view.

#### **6.3.2.3 Form Utilization, creation and workflow**

- a. Forms already in use at the institution shall be converted by the solution to appear in the system.
- b. The Solution must have the ability to provide NCAA Division I Compliance Forms (i.e. summary of regulations, student-athlete statement, drug-testing consent, HIPAA/Buckley Amendment Consent, NCAA banned substances).
- c. Users must have the ability to create their own forms.
- d. Anyone on campus, who has been given required permissions, must have the ability to upload and create a digital form.

- e. Users shall be given the ability to drag and drop fields, editing a new or existing form at any time.
- f. All forms should be tested fully before using.
- g. Any type of file shall be uploaded to the form. Files attached to a submitted form can be pinned to a student-athlete or PSA's profile.
- h. Forms can be sent to anyone outside of the Solution's users. Outside users can digitally securely log in and digitally complete paperwork.
- i. Notifications can also be set so that certain users are alerted upon completion or submission of a form.
- j. The Solution must have the ability to create pre-defined workflows. Users can set the path for any and all forms, automatically sending it (digitally) to the next intended user. Multiple recipients could be chosen to receive the same step of a form.
- k. Student-athletes shall have the ease of accessing their portal on any device to allow forms to be completed anywhere.
- l. The portal shall adapt to any browser.

#### **6.3.2.4 Eligibility Tracking**

- a. Eligibility of student-athletes shall be tracked real-time. UNT Compliance must have tools to customize and monitor progress-toward-degree, fulfillment of credit hours, and minimum GPA rules specific to each student-athlete's academic progress.
- b. The registrar and academic center staff shall have access to view and certify the accuracy of all continuing eligibility. The approval of transfer status could also be completed. Transfer tracer information shall be available on the student-athlete portal for others to view.
- c. Initial eligibility evaluations must be performed within the Solution. Entering core course grades and test scores will result in an evaluation of where the PSA falls on the NCAA sliding scale. Transcripts and test scores shall be uploaded to the PSA's portal and viewed by all users.

#### **6.3.2.5 Financial Aid**

- a. To input and calculate a student-athlete's financial aid, the Solution should set up the sources of aid and assign financial aid to each individual student-athlete.
- b. The cost of attendance and grant-in-aid figures for the institution shall be entered and scholarship totals for each individual should be calculated based on the student-athletes equivalency. Award periods for each scholarship can be set individually.
- c. Pell grants, institutional aid, and any outside aid to can be entered for record on each individual student-athlete portal.
- d. UNT Compliance shall have the ability to track and designate exceptions for various financial aid.
- e. Once a sport's maximum number of equivalency or head counters is entered, along with all financial aid sources and exemptions specific to each student-athlete, the solution must calculate the remaining data.

- f. The Solution must integrate with campus information systems in order to ensure that UNT Compliance is working with updated real-time academic/financial aid information.

#### **6.3.2.6 Reporting**

- a. Solution must have the capability to create standard compliance reports such as: Squad Lists, Eligibility Reports, Roster Reports, CARA Reports, Audit Trail Reports, Contact/Evaluation Reports, Phone Call/Text Message Reports, Progress-Toward-Degree Reports. Such report shall be built-in and ready to run.
- b. Solution shall have multiple standard reports already created and available for immediate use.
  - Fields within these reports shall be customizable and the user must have the power to make the changes.
  - Reports shall have the ability to be shared electronically by UNT Compliance with other users, and then exported into a pdf or excel file.
  - There must be an option to select from a number of data points in order to export specific raw data for all reports.

#### **6.3.3 Recruiting Software**

Proposer's Solution shall have the capability to perform the following functions and tasks. Acknowledge any limitations the Solution may have concerning these functions. If the Proposer's software cannot perform any of the following tasks, make known any and all options available to perform similar tasks.

##### **6.3.3.1 Recruiting database expectations and capabilities**

- a. A customer service representative must be assigned to the member institution as the primary contact for questions and issues.
- b. An on-campus training session shall occur with all coaching staffs upon implementation of the system. The training session will include setup of the system on cell phones, tablets, laptops, etc. for coaches and staff.
- c. Online technical support shall be available to coaches and staff seven days a week. The support staff should provide all contact information of staff that may be contacted in need of help.
- d. Training materials shall be available upon request.
- e. Each coaching staff member shall have the capability to fully customize profiles for each prospect.
- f. Fields displayed on the prospect profile must have editing capabilities by adding or deleting fields according to preference.
- g. The Recruiting Dashboard shall have the ability to be populated by choosing individual profiles (i.e., starring or changing type).
- h. A prospect profile shall be created from the information submitted on a questionnaire. From a prospect profile, the options for viewing information type should include, but are not limited to, game stats, email correspondence, phone calls, high schools attended and any notes made.
- i. Any data entered into a prospect profile shall remain available for viewing until the profile has been deleted.
- j. List any/all third party solutions that integrate with your recruiting product.

##### **6.3.3.2 Communications**

- a. A coach shall have the ability to communicate with prospective student-athletes via e-mail directly within the system.

- Emails shall be drafted within the Solution, and appear that it is sent from the coach's institutional email address.
  - Information directly related to the PSA must have the ability to populate into an email created for mass distribution.
- b. Communication with a PSA shall be made via phone call or text message by accessing the mobile application of the system on a cell phone or tablet.
- By opening the mobile app on a phone/tablet, a coach may view the PSA's profile and from there, choose to place a call or draft a text message.
  - The software solution shall be integrated with iPhone, Android, Blackberry, or iPad.
  - Solution must have the ability to view text messages sent from iPhone or iPad would be unavailable, but available with other mobile applications such as Android, and Blackberry.

### 6.3.3.3 Recruiting Board

- a. Recruiting Boards shall be customizable, so each sport can view specific and unique data types.
- b. Recruiting Boards shall have the capability to be filter, pivot, and alter information to meet specific sport needs.
- c. Recruiting Boards shall have the functionality to be viewed by prospect name, graduation class, position, etc.

## 6.4 System and Data Security Requirements

### 6.4.1 General System and Data Security

- a. Where will the system, application, or service be housed?
- b. Who operates and maintains the facility where the servers will be housed?
- c. Who are the parties involved in providing this service? (cloud services, third party, etc.)
- d. Can the system, application or service be accessed remotely?
- e. Who can access the system, application or service?
- f. Are employee background checks conducted? At what frequency?
- g. What protections are in place to protect the data from unauthorized access?
- h. What authentication is required for the system, application, or service?
- i. Is the system or application capable of connecting through a proxy server?
- j. What system or application security controls are in place to ensure that the system and data are protected?
- k. What physical security controls are in place to ensure that the system and data are protected?
- l. What is the emergency response capability of the entity who will manage the system?
- m. Is a disaster recovery plan in place? How often is it tested?
- n. Is there an information security policy in place that has been approved by management, communicated to appropriate constituents, and an owner to maintain and review the policy?
- o. What environmental controls are in place to ensure that the system and data are protected?

## 6.4.2 Encryption

Confidential information and sensitive personal information must be encrypted (Texas Admin. Code 202.76, [Texas Admin Code 202.76](#) DIR Security Controls Standards Catalog: SC-13).

- a. How are confidential data encrypted in transit?
- b. How are confidential data encrypted at rest, i.e., in storage?
- c. If data are not encrypted, what steps are in place to mitigate the likelihood of unauthorized data disclosure?

## 6.4.3 Confidentiality of Personal Information

- a. Is personal information - provided by the client - shared with third parties (other than your company or organization)?
- b. What controls have been referenced within the contract or agreement for this service that ensure that personal information shared with third parties is appropriately protected by the third party?
- c. What documented controls and procedures are in place that safeguard confidential information?

## 6.4.4 Vendor Management- Service Providers Responsibilities

- a. What access to information and information resources will be granted through this relationship?
- b. What processes and procedures will be established to monitor and provide reports for the service that you provide to ensure adherence to the information security requirements as noted in the UNT System Information Security Handbook [UNT System Information Security Handbook](#) will be made available to [UNT, UNT Dallas, UNT System] during this engagement.

## 6.4.5 Vendor Acknowledgement

- a. Please acknowledge that you, as a supplier of information resources and custodian of institutional data, are aware of your responsibilities for meeting information security requirements as noted in UNT System Regulation 06.100, the UNT System Information Security Handbook, the \*Compliance Requirements for Information Technology Systems and Services, relevant data protection laws and standards, and requirements as listed in the Vendor Management section of the UNT System Information Security Handbook (Section15). [https://itss.untssystem.edu/sites/default/files/2018\\_unt\\_system\\_information\\_security\\_handbook.pdf](https://itss.untssystem.edu/sites/default/files/2018_unt_system_information_security_handbook.pdf)

\*Compliance Requirements for Information Technology Systems and Services

## 6.4.6 Required IT Documentation

- 6.4.6.1 Provide evidence of a security plan for the application, service, infrastructure, and data.
- 6.4.6.2 Provide your company's plan for protecting customer data addressing the following:
  - a.Recovery time objecting for restoring operations after a computer attack
  - b.Security incident response plan
  - c.The plan communicating with customer in the event of a data breach or other type of security incident

- d. Documentation of the implementation of physical, administrative, and logical security controls referenced in the [UNT System Security Handbook](#)
  - e. Provide the controls established to ensure the availability of the information or information processing provided
  - f. Procedures for managing the transition of information, information processing facilities and anything else that needs to be moved, and ensuring that information security is maintained throughout the transition period
- 6.4.6.3 Provide evidence that a business continuity or disaster recovery plan is in place. The following must be included in business continuity and disaster recovery plans:
- a. The business continuity and disaster recovery plain (or overview)
  - b. Recovery time objectives for loss or disruption of services
  - c. Service Level Agreement
  - d. Information regarding formal processes for backing up, storing, and testing data for restoration and integrity
  - e. The plan for communicating with customer in the event of a loss or disruption of services as indicated in regard to relationship with service provider
  - f. The plan provides evidence that information/data stored is recoverable and contingency plans are in place
- 6.4.6.4 Provide security plan(s) implemented by third-parties (other than your company or organization) that will process, transmit, or manage data on behalf of your company or organization.
- a. Plan for protecting customer data
  - b. Recovery time objective for restoring operations after computer attack
  - c. Security incident response plan and procedures
  - d. The plan for communicating with customer in the event of a loss or disruption of services as indicated in regard to relationship with service provider
- 6.4.6.5 Provide evidence that third-party personnel is screened prior to hire, complete security awareness training, complete privacy awareness training; comply with personnel security policies and procedures, and ensures that access it terminated when employee no longer works for or within the organization.
- 6.4.6.6 Prior to deployment of an internet website or mobile application the following documents must be provided for IT Compliance and Information Security review ([Texas Government Code 2054.517](#)).
- a. Evidence of vulnerability scanning
  - b. Evidence of penetration testing
  - c. Architecture of the website or application
  - d. Authentication mechanism for the website or application
  - e. The administrator level access to data included in the website or application
- 6.4.6.7 Provide data flow diagram(s) representing the flow of data within the information system.
- 6.4.6.8 Submit architectural designs of applications, information systems, and websites; and submit network/system diagrams of information systems.

- 6.4.6.9 Provide copies of incident handling procedures and contingencies associated with supplier or vendor access including responsibilities of both the organization and suppliers.
- 6.4.6.10 Provide a current Accessibility Conformance Report (VPAT?) addressing the accessibility of the system or application.
- 6.4.6.11 Deficiencies and gaps in accessibility compliance must be remediated and evidence of remediation provided.
- 6.4.6.12 Provide information to the questions listed below:
  - a. Does your solution support Active Directory accounts and Security Groups?
  - b. Does your solution support Shibboleth Single Sign On?
  - c. Does your solution utilize MSSQL Server for the database platform?
  - d. Describe the methods/options for receiving automated import feeds
  - e. Describe the methods for automating exports
  - f. Describe the API
  - g. Is this solution available in both hosted and on premise options

## **APPENDIX ONE**

### **Section 1: Affirmations and Confirmations**

#### **1.1 Purpose**

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

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

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

#### **1.2 Inquiries and Interpretations**

UNTS may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by UNTS as having received a copy of this RFP. Only UNTS's responses that are made by formal written Addenda will be binding on UNTS. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by UNTS prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes. This addenda shall be posted to UNTS' Bid Opportunities Web Page located at: <https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities>. Vendors are strongly encouraged to visit this page at least four (4) business days prior to submitting your response to ensure that you have received all applicable addenda.

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 in Section 4 of this appendix. The Addenda Checklist should accompany the Proposer's proposal.



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

### **1.3 Public Information**

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

All information, documentation, and other materials submitted in response to this RFP is subject to public disclosure under the *Texas Public Information Act (Government Code, Chapter 552.001, et seq.)*. Proposer will be advised of a request for public information that implicates their materials if those materials are marked "Confidential and Proprietary" and will have the opportunity to raise any objections to disclosure to the Texas Attorney General.

### **1.4 Type of Agreement**

Refer to the attached Sample Service Agreement

### **1.5 Proposal Evaluation Process**

UNTS will select Contractor by using the competitive sealed proposal process described in this Section.

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

At UNTS' sole option and discretion, UNTS may discuss and negotiate elements of proposals submitted with any or all proposers. Furthermore, UNTS may request presentations or system demonstrations from any or all proposers at no cost or obligation to UNTS.

After submission of a proposal but before final selection of Contractor is made, UNTS may permit a Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. UNTS is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to UNTS overall, as determined by UNTS according to the evaluation criteria contained herein.

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

### **1.6 Proposer's Acceptance of Evaluation Methodology**

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.5 of APPENDIX ONE**), [b] the Criteria for Selection (ref. **2.3** of this RFP), [c] the Specifications and, [d] the terms and all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by UNTS during this RFP process.

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

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and UNTS has made no representation written or oral that one or more agreements with UNTS will be awarded under this RFP; (2) UNTS issues this RFP predicated on UNTS's anticipated requirements for the

Services, and UNTS has made no representation, written or oral, that any particular scope of services will actually be required by UNTS; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

## **1.8 Proposal Requirements and General Instructions**

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of UNTS.
- 1.8.3 UNTS will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by UNTS, at UNTS's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP. Proposers are encouraged to completely address the evaluation criteria
- 1.8.6 UNTS makes no warranty or guarantee that an award will be made as a result of this RFP. UNTS reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in UNTS's best interest. UNTS 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 UNTS, at UNTS's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by UNTS, in UNTS' sole discretion.
- 1.8.8 Should a vendor wish to protest or dispute determinations or awards made in connection with this RFP, it shall be done by submitting a Letter of Protest/Dispute to UNTS Senior Director for Procurement Services outlining the issue to be considered.

## **1.9 Execution of Offer**

Proposer must complete, sign and return the attached Execution of Offer (ref. Appendix One, Section 2) 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 UNTS, in its sole discretion.

## **1.10 Pricing and Delivery Schedule**

Proposer must complete and return the Pricing Schedule (ref. Section 5 of this RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

UNTS will not recognize or accept any charges or fees to perform the Services 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 the Services to UNTS, and the time period within which Proposer proposes to be able to complete each such phase.

### **1.11 Proposer's General Questionnaire**

Proposals must include responses to the questions in Section 3 of Appendix 1. 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.

### **1.12 Addenda Checklist**

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

### **1.13 Submittal**

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP No. (ref. Section 1.3 of this RFP) and the Submittal Deadline (ref. Section 2.1 of this RFP) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Proposer must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP), if required, as directed by this RFP (ref. Section 2.5 of the RFP.)

**Note: If proposal requires the submittal of an HSP, the completed HSP documents and the proposal response documents must be in separate sealed envelopes. Both envelopes are to be placed in a master container, and such master container should be marked in the lower left-hand corner with the RFP number and name and Submittal Deadline, as stated above.**

Upon Proposer's request and at Proposer's expense, UNTS will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. UNTS will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFP.

UNTS will not accept proposals submitted by telephone, proposals submitted by facsimile ("fax") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to UNTS. 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 UNTS's consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to UNTS, in UNTS's sole discretion.

By signing the Execution of Offer (ref. Appendix One, Section 2) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on UNTS that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with UNTS as specified herein and that such intent is not contingent upon UNTS' acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

### **1.14 Page Size, Binders, and Dividers**

Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

### 1.15 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

### 1.16 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

## Section 2: Execution of Offer

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

2.1 By signature hereon, Proposer represents and warrants the following:

- 2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between UNTS and Proposer; (3) UNTS has made no representation or warranty, written or oral, that one or more contracts with UNTS will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
- 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
- 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
- 2.1.4 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.
- 2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
- 2.1.6 If selected by UNTS, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
- 2.1.7 If selected by UNTS, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
- 2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that UNTS will rely on such statements, information and representations in selecting Contractor. If selected by UNTS, Proposer will notify UNTS immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
- 2.1.9 Proposer will defend with counsel approved by UNTS, indemnify, and hold harmless UNTS, The University of North Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.
- 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP 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.

- 2.2** By signature hereon, Proposer offers and agrees to furnish the services to UNTS and comply with all terms, conditions, requirements and specifications set forth in this RFP.
- 2.3** By signature hereon, Proposer affirms that it 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 submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at UNTS.
- 2.4** By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that 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 UNTS's option, may result in termination of any resulting contract or agreement.
- 2.5** By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 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.
- 2.6** By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.
- 2.7** By signature hereon, Proposer certifies as follows:  
  
"Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."
- 2.8** By signature hereon, Proposer certifies that (i) 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 component of UNTS of North Texas System, on the other hand, other than the relationships which have been previously disclosed to UNTS in writing; (ii) Proposer has not been an employee of any component institution of the University of North Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before UNTS enters into a contract or agreement with Proposer.
- 2.9** By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.10** By signature hereon, Proposer affirmatively states that it does not boycott Israel, pursuant to Texas Gov't Code Section 2270.001. Additionally, Proposer shall not engage in a boycott of Israel during the term of this Agreement.

- 2.11 By signature hereon, Proposer affirms its compliance with Texas Administrative Code Title 1, Part 10, Chapter 213, Subchapter C, Rule §213.38, Electronic and Information Resources Accessibility Standards for Institutions of Higher Education.
- 2.12 By signature hereon, Proposer represents and warrants that all products and services offered to UNTS in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.
- 2.13 By signature hereon, Respondent will comply with and agree to use e-Verify in accordance with State of Texas Executive Order RP-80.
- 2.14 Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time UNTS makes an award or enters into any contract or agreement with Proposer.
- 2.15 If Proposer will sell or lease computer equipment to UNTS under any agreements or other contractual arrangements that may result from the submission of Proposer's proposal then, pursuant to Section 361.965(c), *Health & Safety Code*, Proposer certifies that it 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 Title 30, Chapter 328, Subchapter I, *Texas Administrative Code*. Section 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.

**2.16 Proposer should complete the following information:**

If Proposer is a Corporation, then list the State of Incorporation: \_\_\_\_\_

If Proposer is a Corporation, then list the Proposer's corporate charter number:

\_\_\_\_\_

RFP No.: \_\_\_\_\_, Title:

**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 SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 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)

\_\_\_\_\_  
(Email Address)

### 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 SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 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

Company's Legal Name:

\_\_\_\_\_

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 (mark "N/A" if not applicable)

\_\_\_\_\_

Are you a certified Historically Underutilized Business (HUB)? (check one)     YES     NO

If "Yes", please indicate the issuing authority

\_\_\_\_\_ and include copy of your certificate in your bid response package.

**THIS AREA LEFT INTENTIONALLY BLANK**



**Section 4: Addenda Checklist**

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

**To:** The University of North Texas System

**RFP Title** \_\_\_\_\_

**RFP No.:** \_\_\_\_\_

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial where applicable).

**Note: Only check the boxes that apply.** For example, if there was only one addendum, initial just the first blank after "No. 1", not all 5 blanks below.

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

Respectfully submitted,

**Proposer:**

\_\_\_\_\_  
(Company Name)

**By:**

\_\_\_\_\_  
\_\_\_\_\_  
(Authorized Signature Name, print or type)

\_\_\_\_\_  
(Title)

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

\_\_\_\_\_  
Signature (authorized signature)

-END-



**SYSTEM ACQUISITION SECURITY RISK SURVEY FOR SERVICE PROVIDERS**

This survey was developed to gather information that is necessary to assess the potential security risks of adopting, acquiring, or integrating a new system or application into the UNT computing infrastructure. This survey also takes into account risks associated with use, access, or integration of UNT data resources.

*The Third-Party Supplier should complete this tab with the assistance of their information security staff and return to their institution contact or UNT System IT Shared Services (ITCompliance@untsystem.edu). IT Compliance will accept a vendor's Higher Education Cloud Vendor Assessment Tool (HECVAT) in lieu of completing this service provider survey.*

**CONFIDENTIAL - The information in this document is confidential and for IT Shared Services use only. It may not be used, published, or redistributed without written consent of the UNT System Chief Information Security Officer.**

1. GENERAL INFORMATION		SERVICE PROVIDER RESPONSE					
1.1.	Company Name:		<i>This Service Provider Survey must be completed by information security or information technology professionals within your organization.</i>				
1.2.	Representative Name:						
1.3.	Representative Title:						
1.4.	Representative Contact Information (telephone and e-mail):						
1.5.	Date of Response:						
2. SYSTEM AND DATA SECURITY			<u>UNT System Information Security Handbook</u>	<u>Texas Administrative Code Reference (Part 1, Title 10, Chapter 202, Subchapter C)</u>	<u>Texas DIR Security Controls Catalog Control Number</u>	<u>ISO Ref Num</u>	<u>ISO Ref Text</u>
2.1.	Where will the system, application, or service be housed?		8.4.1., 11.2.	202.76, 202.72(2)	PE-6	11.1	Physical Security
2.2.	Who operates and maintains the facility where the servers will be housed?		6.2.5., 11., 15.2.1., 15.2.4., 18.2., 18.3.	202.76, 202.72(2)	PE-6	11.1	Physical Security
2.3.	Who are the parties involved in providing this service? (cloud services, third party, etc.)		6.2.5., 7.1., 8.4.6., 9.4., 9.5., 15.2.1., 15.2.4., 15.4.7.	202.76, 202.72(2)	AC-2	15.1	Information Security in Supplier Relationships
2.4.	Can the system, application or service be accessed remotely?		6.2.5., 9.7.1., 13.2., 14.3.6., 14.6.	202.76, 202.72(2)	AC-2	11.7	Mobile Computing And Teleworking

**UNT | SYSTEM**  
IT Shared Services

2.5.	Who can access the system, application or service?		6.2.5., 6.2.6., 6.3.1., 8.4.6., 7.1., 9.	202.76, 202.72(2)	AC-6	9.1	Business Requirements of Access Control
2.6.	Are employee background checks conducted? At what frequency?		8.1.	202.76, 202.72(2)	PS-3	15.1	Supplier Relationships
2.7.	What protections are in place to protect the data from unauthorized access?		6.2.5., 6.3.3., 8.4.1., 8.4.4., 9.2., 9.4., 9.5., 10., 15.3.3., 15.3.5., 18.2.	202.76, 202.72(2)	AC-6	9.2	User Access Management
2.8.	What authentication is required for the system, application, or service?		6.2.5., 9.2.	202.76, 202.72(2)	SC-1	11.2.1.a	User Registration
2.9.	Is the system or application capable of connecting through a proxy server?		6.3.3., 8.4.1., 15.2.3., 15.3.3,	202.76, 202.72(2)			
2.10.	What system or application security controls are in place to ensure that the system and data are protected?		6.2.5., 8.3., 8.4., 9.5., 10., 12.2., 15.3.3., 15.3.5.	202.76, 202.72(2)	CP-2, CP-6, IA-4, AC-2	9, 12	Access Controls, Operations Security
2.11.	What physical security controls are in place to ensure that the system and data are protected?		6.2.5., 11.	202.76, 202.72(2)	PE-6, PE-13, PE-16	11.1	Physical Security
2.12.	What is the emergency response capability of the entity who will manage the system?		6.2.5., 16., 17.2., 17.3.	202.76, 202.72(2)	CP-2, CP-6	6.1.3, 12.3, 16	Contact with Authorities, Backup, Information Security Incident Management
2.13.	Is a disaster recovery plan in place? How often is it tested?		6.2.5., 17.2., 17.3.	202.76, 202.72(2)	CP-2	12.3	Backup
2.14.	Is there an information security policy in place that has been approved by management, communicated to appropriate constituents, and an owner to maintain and review the policy?		6.2.5., 12.3., 15.3., 14.4.3.	202.76, 202.72(2)	CA-1	5.1.1	Information Security Policy Document
2.15.	What environmental controls are in place to ensure that the system and data are protected?		6.2.5., 11.3.1., 11.3.2.	202.76, 202.72(2)	PE-13	11.2.1	Equipment Siting and Protection

**UNT|SYSTEM**  
IT Shared Services

3. ENCRYPTION			<u>UNT System Information Security Handbook</u>	<u>Texas Administrative Code Reference (Part 1, Title 10, Chapter 202, Subchapter C)</u>	<u>Texas DIR Security Controls Catalog Control Number</u>	<u>ISO Ref Num</u>	<u>ISO Ref Text</u>
<i>Confidential information and sensitive personal information must be encrypted (Texas Admin. Code 202.76, DIR Security Controls Standards Catalog: SC-13).</i>							
3.1.	How are confidential data encrypted in transit?			6.2.5., 10.	202.76, 202.72(2)	SC-8	13.2.1 Information Transfer Policies and Procedures
3.2.	How are confidential data encrypted at rest, i.e., in storage?			6.2.5., 10.	202.76, 202.72(2)	SC-28	10.1.1 Policy on the Use of Cryptographic Controls
3.3.	If data are not encrypted, what steps are in place to mitigate the likelihood of unauthorized data disclosure?			6.2.5, 13.2., 12.6., 10.	202.76, 202.72(2)	SC-28	10.1.1 Policy on the Use of Cryptographic Controls
4. CONFIDENTIALITY OF PERSONAL INFORMATION			<u>UNT System Information Security Handbook</u>	<u>Texas Administrative Code Reference (Part 1, Title 10, Chapter 202, Subchapter C)</u>	<u>Texas DIR Security Controls Catalog Control Number</u>	<u>ISO Ref Num</u>	<u>ISO Ref Text</u>
4.1.	Is personal information - provided by the client - shared with third parties (other than your company or organization)?			6.2.5., 6.3.2., 6.3.3., 8.4.1., 13.3., 12.7., 15.	202.76, 202.72(2)	UL-2, AR-3	18.1.4 Privacy and Protection of Personally Identifiable Information
4.2.	What controls have been referenced within the contract or agreement for this service that ensure that personal information shared with third parties is appropriately protected by the third party?			6.2.5., 6.3.2., 8.4.1. 15.4.	202.76, 202.72(2)	UL-2, AR-3	15.1 Information Security Policy for Supplier Relationships
4.3.	What documented controls and procedures are in place that safeguard confidential information?			6.2.5., 6.3.1., 8.4., 12.3.1., 13.3., 14.3.1, 12.6., 18.2., 18.3.	202.76, 202.72(2)	AC-22	10.1 Cryptographic Controls

**UNT | SYSTEM**  
IT Shared Services

5. VENDOR MANAGEMENT - SERVICE PROVIDER RESPONSIBILITIES			<u>UNT System Information Security Handbook</u>	<u>Texas Administrative Code Reference (Part 1, Title 10, Chapter 202, Subchapter C)</u>	<u>Texas DIR Security Controls Catalog Control Number</u>	<u>ISO Ref Num</u>	<u>ISO Ref Text</u>
5.1	What access to information and information resources will be granted through this relationship?		15.2., 15.3., 15.5.	202.76, 202.72(2)	AC - Access Control	15.1, 15.2	Supplier Relationships
5.2	What processes and procedures will be established to monitor and provide reports for the service that you provide to ensure adherence to the information security requirements as noted in the UNT System Information Security Handbook?		15.4., 15.5.	202.76, 202.72(2)	PM-6	15.1, 15.2	Supplier Relationships
5.3	Describe the security services that will be made available to [UNT, UNT Dallas, UNT System] during this engagement.		15.3.	202.76, 202.72(2)	AS-9	15.1, 15.2	Supplier Relationships
6. VENDOR ACKNOWLEDGMENT							
6.1	<p>Please acknowledge that you, as a supplier of information resources and custodian of institutional data, are aware of your responsibilities for meeting information security requirements as noted in UNT System Regulation 06.100, the UNT System Information Security Handbook, the *Compliance Requirements for Information Technology Systems and Services, relevant data protection laws and standards, and requirements as listed in the Vendor Management section of the UNT System Information Security Handbook (Section 15).</p> <p><a href="#">*Compliance Requirements for Information Technology Systems and Services</a></p>	<p>The Company listed under section 1.1 of this form, as a supplier of information resources and custodian of institutional data, is aware of its responsibilities to adhere with the security requirements set forth in UNT System Regulation 06.100, the UNT System Information Security Handbook, the Compliance Requirements for Information Technology Systems and Services (link provided below), relevant data protection laws, standards, and requirements as listed in the Vendor Management section of the UNT System Information Security Handbook (Section 15).</p>	<p><b>*RELEVANT DATA PROTECTION LAWS INCLUDE, BUT ARE NOT LIMITED TO: Family Educational Rights and Privacy Act (FERPA); Health Insurance Portability and Accountability Act (HIPAA); Gramm-Leach Bliley Act (GLBA); Texas Identity Theft Enforcement and Protection Act; Texas Medical Records Privacy Act; Texas Administrative Code Title I, Part 10, Chapter 202, Subchapter C; the Payment Card Industry Data Security Standards; Digital Millennium Copyright Act; and intellectual copyright laws.</b></p> <p><b>(See UNT System Information Security Handbook Section 16.2)</b></p>				
7. REQUIRED DOCUMENTATION			<u>UNT System Information Security Handbook</u>	<u>Texas Administrative Code Reference (Part 1, Title 10, Chapter 202, Subchapter C)</u>	<u>Texas DIR Security Controls Catalog Control Number</u>	<u>ISO Ref Num</u>	<u>ISO Ref Text</u>
<p><b><i>Please submit the following in addition to this document:</i></b></p>							

# UNT | SYSTEM

## IT Shared Services

7.1	Please provide evidence of a security plan for the application, service, infrastructure, and data being provided.	<input type="checkbox"/> Plan for Protecting Customer Data <input type="checkbox"/> Recovery time objective for restoring operations after a computer attack <input type="checkbox"/> Security incident response plan <p>The plan for communicating with customer in the event of a data breach or other type of security incident</p> <input type="checkbox"/> resulting from loss of confidentiality, integrity, or availability of customer data or service as indicated in regard to relationship with service provider. <p>Provide evidence of the implementation of physical, administrative, and logical security controls referenced in the UNT System Information Security Handbook.</p> <input type="checkbox"/> Provide the controls established to ensure the availability of the information or information processing provided. <p>Provide procedures for managing the transition of information, information processing facilities and</p> <input type="checkbox"/> anything else that needs to be moved, and ensuring that information security is maintained throughout the transition period.	6.2.5., 14.4.3.	202.76, 202.72(2)	PL-2	5.1.1	Policies for Information Security
7.2	Please provide evidence that a business continuity or disaster recovery plan is in place. Ensure that the following are included in business continuity and disaster recovery plans.	<input type="checkbox"/> The business continuity and disaster recover plan (or overview) <input type="checkbox"/> Recovery time objectives (RTO) for loss or disruption of services <input type="checkbox"/> Service Level Agreement <input type="checkbox"/> Information regarding formal processes for backing up, storing, and testing data for restoration and integrity <p>The plan for communicating with customer in the event</p> <input type="checkbox"/> of a loss or disruption of services as indicated in regard to relationship with service provider. <input type="checkbox"/> The plan provides evidence that information/data stored is recoverable and contingency plans in place.	15.4.8., 17.2.	202.76, 202.72(2)	CP-2	17.1	Information Security Continuity
7.3	Please provide security plan(s) implemented by third-parties (other than your company or organization) that will process, transmit, or manage data on behalf of your company or organization.	<input type="checkbox"/> Plan for Protecting Customer Data <input type="checkbox"/> Recovery time objective for restoring operations after a computer attack <input type="checkbox"/> Security incident response plan and procedures <p>The plan for communicating with customer in the event of a data breach or other type of security incident</p> <input type="checkbox"/> resulting from loss of confidentiality, integrity, or availability of customer data or service as indicated in regard to relationship with service provider.	6.2.5., 14.4.3	202.76, 202.72(2)	PL-2	5.1.1	Policies for Information Security

**UNT | SYSTEM**  
IT Shared Services

7.4	Provide evidence that third-party personnel is screened prior to hire, complete security awareness training, complete privacy awareness training; comply with personnel security policies and procedures, and ensures that access is terminated when employee no longer works for or within the organization.		Section 15	202.72(2)(D)	PS 1-8 AT 1-3 AR-5			
7.5	Prior to deployment of an internet website or mobile application the following documents must be provided for IT Compliance and Information Security review ( <a href="#">Texas Government Code § 2054.517</a> ):	<input type="checkbox"/> Evidence of vulnerability scanning <input type="checkbox"/> Evidence of penetration testing <input type="checkbox"/> Architecture of the website or application <input type="checkbox"/> Authentication mechanism for the website or application <input type="checkbox"/> The administrator level access to data included in the website or application						
7.6	Please provide data flow diagram(s) representing the flow of data within the information system.				AC-4 SC-7 PL-8			
7.7	Submit architectural designs of applications, information systems, and websites; and submit network/system diagrams of information systems.			202.76	SC-7 PL-8			
7.8	Provide copies of incident handling procedures and contingencies associated with supplier or vendor access including responsibilities of both the organization and suppliers.		15.3.4					
7.9	Please provide a current <a href="#">Accessibility Conformance Report (VPAT®)</a> addressing the accessibility of the system or application.  Deficiencies and gaps in accessibility compliance must be remediated and evidence of remediation provided.			1 TAC 10 206 and 213				

**ATTACHMENT B**

**SERVICE AGREEMENT**

**Effective Date:**

**University:**

**University Address:**

Attn:

**Contractor:**

**Contractor Address:**

Attn:

**Services:**

The Services to be provided under this Agreement are set forth in Exhibit “A” Scope of Services, attached hereto and incorporated herein for all purposes.

**Completion Date:**

**Compensation:**

**RECITALS**

This Service Agreement is made and entered into by University and Contractor as of the Effective Date.

WHEREAS, University desires that Contractor provide the Services, and Contractor desires to provide the Services to and for the benefit of University;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Contractor agree as follows:

**AGREEMENT**

1. Provision of Services. Contractor shall provide all necessary personnel, equipment, material, supplies, and facilities in the performance of the Services. Contractor shall perform the Services with that standard of professional care, skill, and diligence customarily and ordinarily provided in the performance of similar services.

2. Term. Unless otherwise terminated in accordance with the provisions set forth herein or by mutual written agreement of the parties, the initial term of this agreement shall begin on the Effective Date, and continue through the Completion Date, unless otherwise extended or terminated by the parties.

3. Termination. University may terminate this Agreement at any time upon \_\_\_\_\_ days prior notice. Either party has the right to terminate this Agreement if the other party is in default of any obligation hereunder. Contractor shall be entitled to compensation for services rendered through the effective date of termination.



4. Payment of Compensation. University shall pay the Compensation to Contractor in accordance with the payment terms set forth above, provided that, if no payment terms are specified payment shall be made in accordance with Chapter 2251 of the Texas Government Code. Contractor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to:

University of North Texas System  
Business Service Center - Payment Services  
1112 Dallas Drive, Suite 4000  
Denton, TX 76205

5. No Assignment or Delegation. This Agreement, and the rights and obligations set forth herein, are for personal services and may not be assigned or delegated by either party without the express written consent of the other party.

6. Property Rights. University shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature that may be produced in connection with this Agreement or the Services. Contractor agrees that such works are “works for hire” and assigns all of Contractor’s right, title, and interest to University.

7. FERPA. If Contractor has access to students’ educational records, Contractor shall limit its employees’ access to the records to those persons for whom access is essential to the performance of the Services. Contractor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

8. Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Contractor shall make public information available to University in an electronic format.

9. Required Posting of Contracts on Website. Contractor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

10. Relationship of Parties. Contractor shall, at all times, act as an independent contractor and not as a partner, employee, or agent of University. Contractor shall not act or hold himself out to third parties as a partner, employee, or agent of University in the provision of the Services. University shall not have or exercise such control over the manner in which the Services are provided as would jeopardize the status of Contractor as an independent contractor. University will not withhold federal or state income tax or Social Security tax on behalf of Contractor. In addition, Contractor shall have no claim under this Agreement or otherwise against University for vacation pay, sick leave, unemployment insurance, worker’s compensation, retirement benefits, disability benefits, or employee benefits of any kind. Contractor shall have the exclusive responsibility for the payment of all such taxes and arrangements for insurance coverage and shall discharge such responsibility fully. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Contractor, the parties hereto mutually agree that both Contractor and University shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of by whom such discussion or negotiation is initiated.

11. Non-Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute

a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

12. Indemnity. Contractor agrees to indemnify and hold harmless University and its regents, officers, agents, and employees, from and against any liability, losses, or damages it may suffer as a result of claims, demands, causes of action, costs, or judgments against it arising out of Contractor's arising out of any act or omission by Contractor in the provision of the Services.

13. Breach of Contract Claims Against University. University is required by law to provide notice that Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving, goods, services, and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used by the Contractor to attempt to resolve all of its disputes arising under this Agreement.

14. Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

15. Incorporation and Entire Agreement. This Agreement incorporates the usual and customary University purchase order and the terms, conditions, and notices contained therein are included herein for all purposes. This Agreement, including any exhibits or addenda identified and incorporated by reference herein, and the corresponding University purchase order constitute the entire agreement between the parties and contain all the agreements between the parties with respect to Contractor and the provision of the Services. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals to be effective as of the date first written above.

UNIVERSITY OF NORTH TEXAS

By: \_\_\_\_\_

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

CONTRACTOR NAME

By: \_\_\_\_\_

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

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

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

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Contractor shall provide the following Services:

Fully describe scope of services, deliverables, and interim/expected deadlines

SAMPLE