

# **REQUEST FOR PROPOSAL**

**by**

**The University of Texas at San Antonio**

**for**

**Security Equipment & Services**

**RFP No. 743-2025-RFP-1325**

**Submittal Deadline: May 30, 2025**

Issued: 05/30/2025

REQUEST FOR PROPOSAL

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## SECTION 1

### INTRODUCTION

#### 1.1 Description of University

The University of Texas at San Antonio (“UTSA” or “University”) is located in San Antonio, Texas, and is composed of five campuses:

- (i) The Main Campus, which includes a 600-acre campus located near Loop 1604 and Interstate 10 (“**Main Campus**”);
- (ii) 125-acre parcel known as Park West (“**Park West**”) that is accessible from Loop 1604 and located south of the intersection of Loop 1604 and Kyle Seale Parkway;
- (iii) Southwest Campus: 300 Augusta St. SA TX 78205;
- (iv) One Riverwalk Campus: 700 North Saint Mary's Street Riverwalk Place SA TX 78205; and
- (v) Downtown Campus located at 501 W. Cesar Chavez Boulevard (“**Downtown Campus**”).

University’s campus maps are located at <http://utsa.edu/maps/>.

#### 1.2 Background and Special Circumstances

The University of Texas at San Antonio (University) is seeking one or more qualified vendors to perform on a as needed basis the installation of Access Control Systems and Emergency Phones for The University’s Department of Public Safety on an as needed basis. The system must be reliable, feature rich and flexible which does not require frequent and costly upgrades to remain operational for the university, in accordance with the specifications and requirements contained in this Request for Proposal (RFP).

Orders will be placed for various locations across the University, including new construction, renovations, department expansions, relocations, or any other scenarios requiring the installation, relocation, or removal of items listed in this RFP. Service requests may arise when in-house staff lack the expertise, the job exceeds staff capacity, or other circumstances necessitate outside contractor assistance. Additionally, there may be instances where the University requires materials only and will handle the services in-house.

A "Project" refers to jobs requiring a competitive procurement process or those too large for in-house staff to complete. With anticipated remodeling, construction, renovations, and increasing demand for services, the number of projects is expected to rise in the coming years.

Proposers may submit a response for more than one manufacturer; however, the response must clearly indicate that the contractor meets or exceeds expected performance levels and qualifications for each manufacturer. We realize that some equipment can become obsolete and new models of equal or better quality will be used.

The average amount spent on Access Control and Emergency Phones in FY 24 was \$236,574.00.

The average amount per project in FY24 was \$ 3815.00.

### 1.3 Objective of Request for Proposal

The University is soliciting proposals from qualified vendors to perform work (**Work**) more specifically described in **Section 5.4** (Scope of Work) of this Request for Proposal (**RFP**), including (1) access control; (2) access control installation; (3) access control relocation services; (4) access control troubleshooting and repair (5) emergency phone installation and repair..

### 1.4 Group Purchase Authority

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

## SECTION 2

### NOTICE TO PROPOSER

#### 2.1 Submittal Deadline

University will accept proposals until **2:30 p.m.** Central Time, on **June 28, 2025 (Submittal Deadline)**.

#### 2.2 RFP Contact Information and Questions

Questions and communication concerning the RFP must be submitted through the Q&A board of the sourcing event portal no later than the time and date specified in Section 2.6 of this RFP. In the interest of transparency, only written questions will be accepted. Responses to questions will be posted in the Request for Proposal webpage located through sourcing director at <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UTSA>

University instructs interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) in accordance with this Section on or before **June 13, 2025 (Question Deadline)**, or (ii) if questions relate to Historically Underutilized Businesses, in accordance with **Section 2.5**.

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

#### 2.3 Criteria for Selection

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

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

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

##### 2.3.1 Threshold Criteria Not Scored

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

##### 2.3.2 Scored Criteria

- 2.3.2.1 Cost of goods and services;
- 2.3.2.2 Reputation of the Proposer and of the Proposer's services;
- 2.3.2.3 Quality of the Proposer's services;
- 2.3.2.4 Extent to which the services meet the University's needs. (Responses to Questions in Section 5.3 and Section 3 of Appendix One).
- 2.3.2.5 Proposer's past relationship with the University;
- 2.3.2.6 Proposer's exceptions to the terms and conditions set forth in Section 4.

## 2.4 Key Events Schedule

Date RFP Issued	May 30, 2025, 2:30 pm CST
Pre-Proposal Meeting	June 5, 2025, 4:00 pm CST
Question Deadline	June 13, 2025, 5:00 pm CST
Submittal Deadline	June 28, 2025, 2:30 pm CST

## Historically Underutilized Businesses

## 2.5

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

2.5.2 University has reviewed this RFP in accordance with [34 TAC §20.285](#), and has determined that subcontracting opportunities are probable under this RFP.

2.5.3 A HUB Subcontracting Plan (**HSP**) is a required part of the proposal. The HSP will be developed and

administered in accordance with University's Policy on Utilization of Historically Underutilized Businesses, attached as **APPENDIX THREE**.

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

Questions regarding the HSP may be directed to:

**Contact:** Bruce Williams, Assistant Director - HUB Program  
**Phone:** (210) 458-6491  
**Email:** [bruce.williams@utsa.edu](mailto:bruce.williams@utsa.edu)

Contractor will not be permitted to change its HSP unless: (1) Contractor completes a new HSP in

accordance with the terms of **APPENDIX THREE**, setting forth all modifications requested by Contractor, (2) Contractor provides the modified HSP to University, (3) University approves the modified HSP in writing, and (4) all agreements resulting from this RFP are amended in writing to conform to the modified HSP.

- 2.5.4 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**): **One (1) complete electronic copy of Proposer’s HSP in a single .pdf file attached to the Sourcing Event under Supplier Attachments.**

Proposer’s HUB Materials must be submitted (as instructed in **Section 3.2**) as a separate attachment in Supplier Attachments in Sourcing Director.

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

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

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

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

## 2.6 Pre-Proposal Meeting

University will hold a virtual Pre-Proposal meeting at 11:00 a.m., Central Standard Time on June 5, 2025. The Pre- Proposal meeting will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP.

Microsoft Teams  
Meeting ID: 238 823 704 095 3  
Passcode: hd9826NX  
Dial in by phone  
+1 210-469-0158,,219895933# United States, San Antonio

Find a local number

Phone conference ID: 219 895 933#

For organizers: Meeting options | Reset dial-in PIN

## SECTION 3

### SUBMISSION OF PROPOSAL

#### 3.1 Number of Copies

Proposer must submit one (1) complete copy of its *entire* proposal in a single Adobe PDF file as an upload to the UTSA sourcing event. 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 copy of the proposal as a scanned PDF or electronically certified signed document through Adobe certificate or another secure signature method. HUB Documents may be attached as a separate pdf file.

#### 3.2 Submission

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1**) and successfully submitted through the UTSA Sourcing Portal located at the following website prior to the event closing. Proposals not 100% complete and successfully submitted will not be accepted.

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UTSA>

The UTSA Rowdy Exchange sourcing module cannot accept files size exceeding 50mb per file. If the file size exceeds 50mb, the file may be broken into multiple files and uploaded as separate attachments. Early submission is strongly encouraged to ensure any technical issues and Supplier Registration are addressed prior to RFP closing. University is not responsible for technical errors or technology issues.

#### 3.3 Proposal Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of one hundred twenty days (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

#### 3.4 Terms and Conditions

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

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

### **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**).
- 3.5.7 Completed **APPENDIX FOUR**.

## SECTION 4

### GENERAL 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 agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a list of the exceptions as part of its proposal in accordance with **Section 5.3.1**. Proposer's exceptions will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then University may consider Proposer's exceptions when University evaluates the Proposer's proposal.

## 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.

5.1.1 **As-Needed, IDIQ Services** - During the term of the Agreement (if any), Contractor will provide all or any portion of the Services on a per-project basis (“Project”) as requested by the University in accordance with the terms of the Agreement.

The specific scope of work for each Project will be determined in advance and in writing between University and Contractor as more particularly described below. University shall meet with Contractor to discuss the intended scope and specific Services to be provided by Contractor for the Project, and the schedule of the Project, subsequent to such meeting, and upon request by University, Contractor will prepare and provide to University a Project proposal (“Project Proposal”) in accordance with the Service Fees, and in a format as requested by University. Should University select Contractor to complete the Project, University will issue to Contractor an official, signed University purchase order that incorporates the Project Plan. Contractor shall begin performance of the Services related to the Project Plan immediately upon receipt of such purchase order.

5.1.2 **Overview of Services** - Contractor will supply all labor, materials, tools, instruments, supplies, equipment, transportation, and related services necessary to provide University as-needed access control system: hardware and software, controllers, readers, access cards, badge printer(s), system design, cabling, installation, maintenance, service and support, warranty and training on a job-order basis for a full range of projects or emergency phone installation and maintenance in accordance with the terms of this RFP and as further described below (collectively, the “Services”).

Once contractor receives the request contractor shall:

Prepare and return to the University an itemized list of all equipment, materials, and labor included in bid and required for the installation of the access control systems as specified herein. This list shall be provided in printed and electronic format (Microsoft Excel) and contain - Part Number, Description, Unit of Measure, Unit Cost, Quantity, Labor Price, and Extended Price to provide a complete and functional access control system. This will be used as a review of the contractor’s material list for the project.

In completion of the Services, Contractor will:

- The Contractor shall provide a Manufacturer’s Performance Certification for the installed access control system.
- The Contractor shall provide a copy of the security license for the State of Texas.
- Contractor shall include materials, equipment, and labor necessary to provide a complete and functional access control system regardless of any items not listed or described in this specification or associated drawings. When connecting to an existing system, the contractor shall review and conduct onsite inspections where needed.
- Contractor shall provide the names of the programmers and complete the POI (Person of Interest) form a week prior to work commencing.
- Contractors may be subject to a criminal background check in order to work in critical areas.

Emergency Rates - Contractors shall understand that Emergency Rates shall mean less than 24 hours of notice to perform work in response to an Emergency Service Support situation. Whenever possible, the communications for these events will be in writing, in order to establish a clear expectation on the part of both parties.

Emergency Request - In the event of an emergency request, a UTSA will contact the contractor to provide a quote. Contractor should provide a written price quote based on contract pricing as soon as possible but no later than 2 hours after the request in order to address the emergency. There shall be no commitment on the part of either party nor is any payment authorized to the contractor until the execution of an order.

5.1.3 **No Minimum Guarantee** - University makes no representations regarding the amount or type of services, if any that the selected Proposer(s) (if any) will be asked to provide to University under the term of any agreement that may result from this RFP. Should University enter into an agreement as a result of this RFP, Proposer understands that University will be under no obligation to request any services from the selected Proposer(s) and no minimum amount of work is required or contemplated under this RFP. All service requests will be made by University on an as-needed basis.

5.1.4 **Certificate of Interested Parties (Form 1295)**. If not exempt under Section 2252.908(c), Government Code, Respondent must use the Texas Ethics Commission electronic filing web page (at [https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University. Provide a statement that, if awarded, Respondent will submit a completed and signed Form 1295 no later than 3 business days after notification of highest-ranking proposer.

5.1.5 **Current Standards** – Below are the standards for product information or standards of work to be performed. Respondent understands that if awarded is expected to adhere to these standards.

280000 Electronic Security

281000 Access Control and Intrusion Detection

More specific information regarding these standards are located in the UTSA Office of Facilities Design & Construction Standards (DaCS) book located at [https://facilities.utsa.edu/wpcontent/uploads/2018/09/UTSA-DaCS-Edition18-9\\_24\\_2018.pdf](https://facilities.utsa.edu/wpcontent/uploads/2018/09/UTSA-DaCS-Edition18-9_24_2018.pdf) or in the Buyer Attachments section of the Sourcing Event. Awarded contractor must follow these guidelines.

5.1.6 **Data and Power** – Data Connections are provided by the University’s UTSA Tech Solutions (UTS) Department. Power is provided by Facilities Maintenance and Operations Department (M&O).

## 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 The contractor shall have five (5) years or more experience installing and maintaining access control systems.

5.2.2 Contractor must have a current valid company security license with the State of Texas.

## 5.3 Additional Questions Specific to this RFP

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

5.3.1 If Proposer takes exception to any terms or conditions set forth in **APPENDIX TWO**), Proposer must submit a list of the exceptions.

5.3.2 List of five (5) projects of a similar size and scope in operation for at least (1) year. The Contractor shall provide the following information for each project:

- Project Name
- Project Location
- Project Start Date
- Project Completion Date
- Project Start Cost
- Project Completion Cost
- Brief Description of Project
- Client Point of Contact Name & Phone Number

5.3.3 List of completed and ongoing projects with the Owner. The Contractor shall provide the following information for each project:

- Project Name
- Project Location
- Project Start Date
- Project Completion Date
- Project Start Cost
- Project Completion Cost
- Brief Description of Project
- Client Point of Contact Name & Phone Number

5.3.4 Fill out and return the Access Control Systems List Excel document to the Sourcing Event.

## 5.4 Scope of Work

Contractor will provide the following services to University:

- 5.4.1 Provide quotes for specific task orders requested by the University including itemized breakdown of materials.
- 5.4.2 Install and/or remove access control system and/or program or perform any other related work.
- 5.4.3 Upon completion of work, provide licenses and/or programming services.
- 5.4.4 Contractor will be required to follow drawings for the project, if provided.
- 5.4.5 Contractor will be required to perform for new construction projects as well as remodel and renovation projects. This may include collaborative work with the Capital Projects team, Institutional Projects team and our Maintenance and Operations team.

## 5.5 Personnel & Project Management

- 5.5.1 Licenses/Registrations - Contractor agrees to maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under the Agreement. Contractor will ensure that all persons connected with the Contractor and involved in the Services are duly registered and/or licensed under all Applicable Laws.
- 5.5.2 Project Administrator - Contractor will assign a designated representative (the "Project Administrator") who will be responsible for the administration and coordination of Contractor's obligations under the Agreement, including but not limited to, the proper execution and completion of all Projects. Contractor will ensure that University is provided with current contact information for the Project Administrator (such as e-mail address, telephone, and facsimile numbers).
- 5.5.3 Personnel Changes - Contractor will utilize its best efforts to ensure that the Project Administrator personnel changes do not disrupt or adversely impact the Services. Contractor will promptly inform University of any proposed personnel changes to the Project Administrator and provide University with resumes and

appropriate professional information on any newly proposed Project Administrator. In addition, Contractor will not allow the Project Administrator position to remain unfilled for a period exceeding thirty (30) days without reasonable justification.

- 5.5.4 Supervision/Representation - The Project Administrator will be on-site for each Project a minimum of one (1) day a week. In addition, Contractor will assign an on-site Job Foreman (the "Foreman") to supervise and coordinate all daily operations of each Project. Contractor's job foreman and Project Administrator will work in conjunction on Projects.

For each Project, Contractor will provide to University a list of management personnel that will be on University premises during completion of the Projects.

The Project Administrator and Foreman will meet periodically with certain University representatives as requested by University. Contractor will have its Project Administrator available to meet with the University Representative and/or his/her designee(s) on University's premises within twenty-four (24) hours after a University request to discuss and resolve issues related to Contractor's obligations under the Agreement.

- 5.5.5 Background Check - Each individual who is assigned to perform any of Contractor's duties and obligations under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor and previously approved by University in writing. Contractor is responsible for the performance of all individuals performing Services under this Agreement. Prior to commencing any Services on Campus, Contractor will at its expense (a) provide University with a list ("List") of all individuals who may be assigned to perform Services, and (b) have an appropriate criminal background screening performed concerning each individual. Contractor will determine on a case-by-case basis whether each individual is qualified to provide Services. Contractor will not knowingly assign any individual to provide Services who has a history of criminal conduct unacceptable for a university campus, including violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform Services, if applicable.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

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

**To:** University

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

Ladies and Gentlemen:

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

**6.1 Term of Agreement**

University anticipates that initial term of the Agreement to be two (2) years proposed to begin on contract execution. University may elect to renew the Agreement for up to two (2) additional two (1) year terms for a total of four (4) years.

**6.2 Pricing for Work and Expenses**

Provide labor rates for each the following:

Standard Hourly Rate (7:00 am – 5:00 pm, Monday - Friday)     \$ \_\_\_\_\_

Non-Standard Hourly Rate     \$ \_\_\_\_\_

Holiday Hourly Rate     \$ \_\_\_\_\_

Emergency Services Rate     \$ \_\_\_\_\_

Pricing for Materials (Access Control Systems) - Provide applicable discount rates for the following list of product manufactures for materials to be utilized for job completion. Discount(s) shall be based on current market MSRP/Commercial List Price. Access Control Systems List (APPENDIX FOUR) in Excel contains a list of the most commonly used items under this contract. **APPENDIX FOUR MUST be returned with the RFP submittal documents.**

**Door Hardware**

<b>Manufacturer</b>	<b>Customer Discount</b>	<b>Description of MSRP</b>
Corbin Russwin - Assa Abloy		Commercial List Price
Mercury		Commercial List Price
Any		Commercial List Price
Bosch		Commercial List Price
Interlogix		Commercial List Price
HES		Commercial List Price
Murray		Commercial List Price

Potter		Commercial List Price
Von Duprin		Commercial List Price
HID		Commercial List Price
Schlage		Commercial List Price
MorphoTrak/MorphoAccess/Idemia		Commercial List Price

**Access Control Parts**

Manufacturer	Customer Discount	Description of MSRP
DSX Access Systems		Commercial List Price
Lantronix		Commercial List Price

**Software**

Manufacturer	Customer Discount	Description of MSRP
DSX Access Systems		Commercial List Price
Morpho Trak		Commercial List Price
Genetec		Commercial List Price

**Emergency Phone and Intercoms**

Manufacturer	Customer Discount	Description of MSRP
Talkaphone		Commercial List Price

**RFID**

Manufacturer	Customer Discount	Description of MSRP
Tag Master		Commercial List Price

**6.3 Discounts**

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

**6.4 Schedule for Completion of Tasks/Submittal of Deliverables**

See **Section 5** of the RFP for specific details.

**6.5 Payment Terms**

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

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_ days/net 30 days.

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

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

Respectfully submitted,

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

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

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

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

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

**Email:** \_\_\_\_\_

**APPENDIX ONE  
PROPOSAL REQUIREMENTS**

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## SECTION 1

### GENERAL INFORMATION

#### 1.1 Purpose

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

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

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

#### 1.2 Inquiries and Interpretations

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

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

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

#### 1.3 Public Information

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

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

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

#### 1.4 Type of Agreement

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

#### 1.5 Proposal Evaluation Process

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

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

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

competitive range if deemed to be in the best interest of University.

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

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

#### **1.6 Proposer's Acceptance of RFP Terms**

Proposer (1) accepts [a] Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] Criteria for Selection (ref. **Section 2.3**), [c] Specifications and Additional Questions (ref. **Section 5**), [d] terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges that some subjective judgments must be made by University during this RFP process.

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

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

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

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

#### **1.9 Preparation and Submittal Instructions**

##### **1.9.1 Specifications and Additional Questions**

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

##### **1.9.2 Execution of Offer**

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

1.9.3 Pricing and Delivery Schedule

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

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

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

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.

1.9.4 Addenda Checklist

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

1.9.5 Submission

*Proposer should submit all proposal materials as instructed in **Section 3**. RFP No. (ref. **Title Page**) and Submittal Deadline (ref. **Section 2.1**) should be clearly shown (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 RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which will be based on Proposer's written request explaining and documenting the reason for withdrawal, which is acceptable to University.

## SECTION 2

### EXECUTION OF

### OFFER

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

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

- 2.1.1 Proposer will furnish Work to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
- 2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
- 2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing Work.
- 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform Work.
- 2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of Work.
- 2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
- 2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
- 2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.
- 2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
- 2.1.10 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, UT SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
- 2.1.11 Pursuant to §§[2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.
- 2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.
- 2.1.13 Pursuant to [Chapter 2271, Texas Government Code](#), Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Proposer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
- 2.1.15 Pursuant to Chapter 2274, *Texas Government Code* (enacted by [SB 19, 87<sup>th</sup> Texas Legislature, Regular Session \(2021\)](#)), Proposer verifies

(1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of any contract or agreement resulting from this RFP against a firearm entity or firearm trade association. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.

- 2.1.16 Pursuant to Chapter 2274, *Texas Government Code (enacted by SB 13, 87<sup>th</sup> Texas Legislature, Regular Session (2021))*, Proposer verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of any contract or agreement resulting from this RFP. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.
- 2.1.17 Pursuant to Section 161.0085, *Texas Health and Safety Code (enacted by SB 968, 87<sup>th</sup> Texas Legislature, Regular Session (2021))*, Proposer certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Proposer's business. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
- 2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.
- 2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under Chapter 171, Tax Code, or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.
- 2.4 Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in §15.01 et seq., Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.
- 2.6 Child Support Certification.** Under §231.006, Family Code, relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.
- 2.7 Relationship Certifications.**
- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of UT System, on the other hand, other than the relationships which have been previously disclosed to University in writing.
  - Proposer has not been an employee of any member institution of UT System within the immediate twelve (12) months prior to the Submittal Deadline.
  - No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. §669.003, Government Code).
  - All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.
- 2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, Health and Safety Code, and all related regulations in effect or proposed as of the date of this RFP.
- 2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this Execution of Offer. All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.
- 2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to §361.965(c), Health & Safety Code, Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment

Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, Health & Safety Code](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328, §361.952\(2\), Health & Safety Code](#), states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term “computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

**2.12 Conflict of Interest Certification.**

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

**2.13 Financial Advisor Disclosure – N/A**

**2.14. Proposer Certification Relating to Critical Infrastructure.** Pursuant to Chapter 2274, *Texas Government Code (enacted by SB 2116, 87th Texas Legislature, Regular Session (2021))*, Proposer certifies (A) it is neither owned by nor is the majority of stock or other ownership interest of the Proposer held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code (a “designated country”) or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China.

Iran, North Korea, Russia, or a designated country; and (B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country. Proposer understands that the prohibitions set forth in the preceding sentence apply regardless of whether (1) Proposer’s or its parent company’s securities are publicly traded or (2) Proposer or its parent company is listed on a public stock exchange as either (a) a Chinese, Iranian, North Korean, or Russian company or (b) a company of a designated country. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.]

**2.15 Proposer Compliance and Warranty Relating to Cloud Computing Services. N/A**

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

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

If Proposer is a Corporation then Proposer’s Corporate Charter Number: \_\_\_\_\_

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

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

**Submitted and Certified By:**

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

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

(Printed Name/Title)

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

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

(City, State, Zip Code)

(Telephone Number)

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(FAX Number)

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(Email Address of Duly Authorized Representative)

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SECTION 3

**PROPOSER'S GENERAL QUESTIONNAIRE**

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

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

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

\_\_\_\_\_

Address of principal place of business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

- 3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.
- 3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.
- 3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.
- 3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).
- 3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- 3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone

number, project description, length of business relationship, and background of services provided by Proposer.

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

### **3.2 Approach to Work**

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

### **3.3 General Requirements**

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

### **3.4 Service Support**

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

### **3.5 Quality Assurance**

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

### **3.6 Miscellaneous**

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

SECTION 4

ADDENDA CHECKLIST

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

**To:** University

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

Ladies and Gentlemen:

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

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

Respectfully submitted,

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

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

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

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

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

**APPENDIX TWO**

**SAMPLE AGREEMENT**

**(See attached sample agreement under Buyer Attachments.)**

**APPENDIX THREE**

**HUB SUBCONTRACTING PLAN**

**(See attached HUB Plan under Buyer Attachments.)**

**APPENDIX FOUR**

**ACCESS CONTROL SYSTEMS LIST**

**(See attached APPENDIX FOUR under Buyer Attachments.)**