



# REQUEST FOR PROPOSAL

by

The Board of Regents of The University of Texas System

for

**Selection of a Vendor to Provide  
Professional Tax Preparation and Advisory Services**

related to

**Federal and State Tax Returns**

**RFP 720-2305**

**Proposal Submittal Deadline: Monday, May 1, 2023 at 2:30PM Central Standard Time**

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3/8/23

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

SECTION 1: INTRODUCTION ..... 1

SECTION 2: NOTICE TO PROPOSER..... 3

SECTION 3: SPECIFICATIONS AND ADDITIONAL QUESTIONS ..... 8

SECTION 4: TERMS AND CONDITIONS..... 13

SECTION 5: PRICING AND DELIVERY SCHEDULE ..... 14

SECTION 6: INFORMATION SECURITY REQUIREMENTS ATTESTATION..... 16

Attachments:

APPENDIX ONE: PROPOSAL REQUIREMENTS

APPENDIX TWO: SAMPLE AGREEMENT

APPENDIX THREE: HUB SUBCONTRACTING PLAN

APPENDIX FOUR: ACCESS BY INDIVIDUALS WITH DISABILITIES

APPENDIX FIVE: INFORMATION SECURITY REQUIREMENTS AND QUESTIONS

APPENDIX SIX: CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

APPENDIX SEVEN: HIGHER EDUCATION COMMUNITY VENDOR ASSESSMENT TOOLKIT (HECVAT)

APPENDIX EIGHT: ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS

APPENDIX NINE: SECURITY CHARACTERISTICS AND FUNCTIONALITY OF CONTRACTOR'S INFORMATION RESOURCES

## SECTION 1

### INTRODUCTION

#### 1.1 Description of The University of Texas System (UT System)

The University of Texas System has served Texas for more than 140 years, improving the lives of Texans—and people all over the world—through education, health care and research at 13 academic and health institutions across the state. With an enrollment of more than 244,000 students and an operating budget of \$25.2 billion, the UT System is one of the nation’s largest public university systems of higher education in the world.

UT institutions are powerful drivers of economic and social mobility in Texas, producing more than 68,000 degrees annually, including more than one-third of the state’s bachelor’s degrees and more than 60% of the state’s medical degrees. Almost half of all undergraduate degrees are awarded to students who qualified for a Pell grant based on financial need while enrolled at a UT institution. Sixty percent of undergraduates who received need-based financial aid double their parents’ income within five years of earning a UT degree.

More than three-fourths of undergraduate students secure jobs in Texas within a year after graduation, providing a skilled workforce and fueling the state’s economy. In fact, UT students who entered the Texas workforce between 2002 and 2019 had cumulative earnings through 2020 of \$350 billion.

The UT System also is one of the largest employers in Texas, with more than 22,000 faculty – including Nobel laureates and members of the National Academies – and more than 116,000 non-faculty employees, including health care professionals, researchers, support staff and student workers.

Creating a healthier Texas is a fundamental mission of UT institutions. Collectively, UT-owned and affiliated hospitals and clinics accounted for more than 10 million outpatient visits and more than 2 million hospital days each year. The UT System is poised to open its seventh medical school in Tyler in 2023.

In addition to world-class patient care, UT researchers are on the front lines of advancing treatments and therapies for deadly and debilitating diseases. Total research spending across the 13 UT institutions exceeds \$3.5 billion, and the UT System is No. 1 in Texas and No. 2 in the nation in federal research expenditures among public higher education systems.

#### 1.2 Background and Special Circumstances

UT System is large governmental unit or agency of the state of Texas recognized by the IRS to be an ‘integral part’ of the state of Texas and not subject to federal income taxation in accordance with the intergovernmental tax immunity doctrine. UT System does not derive its exempt status from either Section 501(c)(3) or Section 115 of the Internal Revenue Code.

Activities of UT System that generate income and are not substantially related to its exempt purpose, are subject to tax in accordance with Section 511(a)(2)(B) of the Internal Revenue Code. A single Exempt Organization Business Income Tax Return (Form 990-T) is prepared and filed on behalf of UT System, which includes System Administration, eight academic universities and five health institutions.

UT System operates on a fiscal year ending August 31. This RFP covers Form 990-T for fiscal year end August 31, 2023. UT System anticipates a Form 8868, Application for Extension of Time to File an Exempt Organization Return, will be filed before the due date of January 15, 2024. UT System will timely file its Form 990-T before the July 15, 2024, deadline.

UT System also files unrelated business income tax returns in multiple states. Extension requests are prepared and filed for these state filings. UT System will timely file required state extensions and tax returns.

UT System also engages in foreign country activities that may result in foreign tax obligations.

UT System is seeking to enter into an exclusive Agreement with an established and qualified professional firm for the preparation and filing of all required extensions and tax returns for Form 990-T and states (Tax Services **Section 3.5**). Inclusive of this service is tax advice associated with unrelated business income.

## UTS

All references to UTS include The Board of Regents of The University of Texas System and UT System.

**NOTICE TO PROSPECTIVE PROPOSERS:** The 87<sup>th</sup> Texas Legislature has created a new requirement under the Department of Information Resources (DIR) relating to any vendor who stores or maintains state/higher education data on cloud computing services. Effective 1/1/2022 any vendor/entity that contracts with *and* who uses cloud computing services must complete this TX-RAMP certification program through the State of Texas DIR. Be aware that by responding to this solicitation, if applicable, Proposers will be required to obtain additional certifications in order to contract for services. The TX-RAMP certification program is managed and operated by DIR. For more information about this certification program, including where to find the listing of those vendors already approved, please visit: <https://dir.texas.gov/texas-risk-and-authorization-management-program-tx-ramp>.

### 1.3 Objective of Request for Proposal

UTS is soliciting proposals in response to this Request for Proposal No. 720-2305 (this “RFP”) for Selection of a Vendor to Provide Professional Tax Preparation and Advisory Services Related to Federal and State Tax Returns (the “Tax Services”), Tax Services will include the Fiscal Year Ending August 31, 2023. The Tax Services are more specifically described in **Section 3.5** (Scope of Work) of this RFP.

### 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 UTS is part of The University of Texas System, which is comprised of thirteen 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 response, Proposer should consider proposing commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this 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

UTS will accept proposals submitted in response to this RFP until 2:30p.m., Central Standard Time (CST), on May 1, 2023 (**Submittal Deadline**).

#### 2.2 RFP Contact Information and Questions

Proposers to this RFP will direct all questions or concerns regarding this RFP via Bonfire portal.

UTS specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) through Bonfire portal, or (ii) if questions relate to Historically Underutilized Businesses, to HUB Coordinator (ref. **Section 2.5** of this RFP).

*UTS must receive all questions or concerns no later than 2:30 p.m. CST on March 28, 2023.* UTS will have a reasonable amount of time to respond to questions or concerns. It is UTS's intent to respond to all appropriate questions and concerns; however, UTS reserves the right to decline to respond to any question or concern.

#### 2.3 Criteria for Selection

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

Proposer is encouraged to propose terms and conditions offering the maximum benefit to UTS in terms of (1) Proposer's capabilities and experience to meet scope of Tax Services, (2) staffing/resources/capacity/support, and (3) cost.

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

Criteria to be considered by UTS in evaluating proposals and selecting Contractor, will be these factors:

##### 2.3.1 Threshold Criteria Not Scored

- A. Ability of UTS to comply with laws regarding Historically Underutilized Businesses; and
- B. Ability of UTS to comply with laws regarding purchases from persons with disabilities.

##### 2.3.2 Scored Criteria

- A. Proposer's Capabilities and Experience to Meet Scope of Tax Services (50%);
- B. Staffing / Resources / Capacity / Support (35%);
- C. Cost (15%).

## 2.4 Key Events Schedule

Below is the schedule of events for the RFP process.

Issuance of RFP	March 8, 2023
Pre-Proposal Conference (ref. <b>Section 2.6</b> )	10:30 a.m. CST on March 20, 2023
Deadline for Questions / Concerns	2:30 p.m. CST on March 28, 2023
Submittal Deadline (ref. <b>Section 2.1</b> of this RFP)	2:30 p.m. CST on May 1, 2023

## 2.5 Historically Underutilized Businesses

- 2.5.1 All agencies of the State of Texas are required to make a good faith effort to utilize historically underutilized businesses (each a **HUB**) in contracts. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies and state universities. Pursuant to the HUB program, if a Contractor plans to subcontract any of the Tax Services under the terms of any agreement or contractual arrangement *resulting from* this RFP, then the Contractor must make a good faith effort to utilize HUBs certified by the State of Texas. Proposals that fail to comply with the requirements contained in the HUB Subcontracting Plan (HSP) referred to in section 2.5.3 will constitute a material failure to comply with advertised specifications and will be rejected by UTS 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 UTS, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Tax Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP.** Furthermore, any subcontracting of the Tax Services by Proposer is subject to review by UTS to ensure compliance with the HUB program.
- 2.5.2 UTS has reviewed this RFP in accordance with [Title 34, Texas Administrative Code, Section 20.285](#), and has determined that subcontracting opportunities (HUB and/or Non-HUB) are probable under this RFP. The HUB subcontracting participation goal for this RFP is **23.7% of the expected value of the Proposer's entire proposal.**
- 2.5.3 A HUB Subcontracting Plan (**HSP**) is **required** as part of, *but submitted separately from*, Proposer's proposal. The HSP will be developed and administered in accordance with UTS's Policy on Utilization of Historically Underutilized Businesses and incorporated for all purposes.

***Each Proposer, whether HUB certified or not, and whether self-performing or planning to subcontract, must complete and return the HSP in accordance with the terms and conditions of this RFP. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with [§2161.252, Government Code](#).***

*Questions regarding the HSP may be directed to:*

Contact: Kyle Hayes  
HUB Coordinator  
Phone: 512-322-3745  
Email: [khayes@utsystem.edu](mailto:khayes@utsystem.edu)

Proposer will not be permitted to change its HSP after the deadline submittal date unless: (1) Contractor completes a new HSP, setting forth all modifications requested by Contractor, (2) Contractor provides the modified HSP to UTS, (3) UTS HUB Program Office approves the modified HSP in writing, and (4) all agreements resulting from this RFP are amended in writing to conform to the modified HSP.

## **Instructions on Completing an HSP**

Proposer must visit <https://www.utsystem.edu/offices/historically-underutilized-business/hub-forms/hub-plan-templates-commodities-services-procurement> to download the most current HUB Subcontracting Plan (HSP) form for use with this RFP. Proposer will find on the HUB Forms webpage a link to "Guide to Selecting the Appropriate HSP Option". **Click on this link and read the Guide first before selecting an HSP Option.** Proposer shall select from the **five (5) Options** available, the Option that is most applicable to Proposer's subcontracting intentions. These forms are in **fillable** PDF format and must be downloaded and opened with *Adobe Acrobat / Reader* to utilize the fillable function. **Each Option is accompanied by an HSP Completion Guide.** If Proposer has any questions regarding which Option to use, Proposer *shall contact the HUB Coordinator listed in Section 2.5.3.*

Proposer must complete the HSP, then print, sign (electronic signatures are acceptable) and scan *all pages* of the HSP Option selected, with additional support documentation\*, **and submit via Bonfire portal no later than the proposal Submittal Deadline date and time.**

Each Proposer's HSP will be evaluated for completeness and compliance prior to opening the proposal to confirm Proposer compliance with HSP rules and standards. Proposer's failure to submit one (1) completed and signed HUB Subcontracting Plan **to the Bonfire portal** will result in UTS's rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

**\*If Proposer's submitted HSP refers to specific page(s) / Sections(s) of Proposer's proposal that explain how Proposer will perform entire contract with its own equipment, supplies, materials and/or employees, Proposer must submit copies of those pages with the HSP sent to the Bonfire Portal. In addition, all solicitation emails to potential subcontractors must be included as backup documentation to the Proposer's HSP to demonstrate Good Faith Effort. Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.**

- 2.5.4 UTS may offer Proposer an opportunity to seek **informal review of its draft HSP** by UTS's HUB Office before the Submittal Deadline. If UTS extends this offer, **details will be provided at the Pre-Proposal Conference** (ref. **Section 2.6** of this RFP) 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 UTS will *not* constitute formal approval of the HSP and will *not* eliminate the need for Proposer to submit its final HSP to UTS as instructed by **Section 2.5.3.**

## **2.6 Pre-Proposal Conference**

UTS will hold a virtual pre-proposal conference call at **10:30 a.m.**, CST on Monday, March 20, 2023. The virtual Pre-Proposal Conference call will allow all Proposers an opportunity to ask UTS's representatives relevant questions and clarify provisions of this RFP.

***Potential Proposers must RSVP using the following link to receive the Pre-Proposal Conference details:***

**[https://teams.microsoft.com/registration/X505YZwk0ESyca3Ch\\_Mj\\_w,pRaOLZWXCKasnL4ceuKabg,kupbFFRNXU67Yb\\_xuyky7Q,5TiODaEQM0essJUahP22Zg,2ftlpfs2wUuAywYDLT1csg,a\\_qNeRvZ7UmHj\\_eYyRv1IA?mode=read&tenantId=61399d5f-249c-44d0-b271-adc287f323ff](https://teams.microsoft.com/registration/X505YZwk0ESyca3Ch_Mj_w,pRaOLZWXCKasnL4ceuKabg,kupbFFRNXU67Yb_xuyky7Q,5TiODaEQM0essJUahP22Zg,2ftlpfs2wUuAywYDLT1csg,a_qNeRvZ7UmHj_eYyRv1IA?mode=read&tenantId=61399d5f-249c-44d0-b271-adc287f323ff)**

## 2.7 Submission

Proposals must be received by UTS on or before the Submittal Deadline (ref. **Section 2.1** of this RFP) via UTS Bonfire Portal ONLY.

## 2.8 General Instructions

2.8.1 Proposers should carefully read the information contained herein.

2.8.2 Submittals and any other information submitted by Proposers in response to this RFP shall become the property of UTS.

2.8.3 Failure to comply with the requirements contained in this RFP may result in rejection of the proposal.

## 2.9 Reserved

## 2.10 Proposal Validity Period

Each proposal must state that it will remain valid for UTS's acceptance for a minimum of one hundred eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

## 2.11 Terms and Conditions

2.11.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 3** 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:

2.11.1.1. Specifications and Additional Questions (ref. **Section 3** of this RFP);

2.11.1.2. Agreement (ref. **Section 4** and **APPENDIX TWO**);

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

2.11.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

## 2.12 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 UTS may reject the proposal:

2.12.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)

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 UTS, in its sole discretion.

2.12.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 5**)

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 5**), as part of its proposal.

In the Pricing and Delivery Schedule, Proposer should describe in detail (a) the total fees for the entire scope of Tax Services; and (b) the method by which the fees are calculated. The fees must include all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

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

2.12.3 Signed and Completed Information Security Requirements Attestation (ref. **Section 6**)

2.12.4 Responses to Proposer's General Questionnaire (ref. **Section 3 of APPENDIX ONE**)

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 proposal. 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.

2.12.5 Signed and Completed Addenda Checklist (ref. **Section 4 of APPENDIX ONE**)

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 UTS, in its sole discretion.

2.12.6 Responses to questions and requests for information in the Specifications and Additional Questions (ref. **RFP Section 3**). 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.

**Section 3.2** of this RFP shall include evidence of meeting the Minimum Requirements.

**Section 3.3** Additional Submittals Specific to this RFP.

**Section 3.4** Additional Questions Specific to this RFP.

2.12.7 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5 and APPENDIX THREE**).

## SECTION 3

### SPECIFICATIONS AND ADDITIONAL QUESTIONS

Narratives provided in response to criteria listed below must address specific items noted with each criterion. Proposer may also include additional information Proposer believes UTS should know when determining qualifications.

#### 3.1 General

Minimum requirements and specifications for Tax Services, 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.

**Approval by the Board of Regents:** No Agreement resulting from this RFP will be effective for amounts exceeding one million dollars (\$1,000,000) until approved by the Board of Regents of The University of Texas System.

#### 3.2 Minimum Requirements

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

Qualified firm to provide Tax Services with the following experience:

3.2.1 Proposer must be a Certified Public Accounting firm.

#### 3.3 Additional Submittals Specific to this RFP

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

3.3.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must redline **APPENDIX TWO** and include the redlined **APPENDIX TWO** and a detailed list of reasons for the exceptions as part of its Proposal. If Proposer agrees with terms or conditions set forth in the **APPENDIX TWO**, Proposer will submit a written statement acknowledging it.

3.3.2 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [§2252.908, Government Code](#)) and [1 TAC §§46.1 through 46.5](#)) as implemented by the Texas Ethics Commission (TEC), including, among other things, providing TEC and UTS with information required on the form promulgated by TEC and set forth in **APPENDIX SIX**. *Proposer may learn more about these disclosure requirements, including applicable exceptions and use of the TEC electronic filing system, by reviewing [§2252.908, Government Code](#), and information on the TEC website at [https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php). **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to UTS of a signed Agreement.***

3.3.3 In its proposal, Proposer must indicate whether it will consent to include in the Agreement the "Access by Individuals with Disabilities" language that is set forth in **APPENDIX FOUR, Access by Individuals with Disabilities**. If Proposer objects to the inclusion of the "Access by Individuals with Disabilities" language in the Agreement, Proposer must, as part of its proposal, specifically identify and describe in detail all of the reasons for Proposer's objection. NOTE THAT A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION. NOTE THAT PROPOSER IS REQUIRED TO SUBMIT COMPLETED VPAT (VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE) WITH

PROPOSAL. VPAT document to complete is located at the following website:  
<https://www.itic.org/dotAsset/47d8492f-a78a-46b8-b41a-fd656d773c5a.doc>.

- 3.3.4 In its proposal, Proposer must respond to each item listed in **APPENDIX EIGHT, Electronic and Information Resources (EIR) Environment Specifications. APPENDIX EIGHT** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to UTS. Responses to **APPENDIX EIGHT** will be incorporated into the Agreement and will be binding on Contractor.
- 3.3.5 In its proposal, Proposer must respond to each item listed in **APPENDIX SEVEN, Higher Education Vendor Assessment Tool (HECVAT)**.
- 3.3.6 In its proposal, Proposer must respond to each item listed in **APPENDIX FIVE, Information Security Requirements and Questions**.
- 3.3.7 In its proposal, Proposer must respond to each item listed in **APPENDIX NINE, Security Characteristics and Functionality of Contractor's Information Resources. APPENDIX NINE** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to UTS. Responses to **APPENDIX NINE** will be incorporated into the Agreement and will be binding on Contractor.
- 3.3.8 In its proposal, Proposer must provide a signed **INFORMATION SECURITY REQUIREMENTS ATTESTATION** (ref. **Section 6**).

### **3.4 Additional Questions Specific to this RFP**

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

#### **Proposer's Capabilities and Experience to Meet Scope of Tax Services (50%)**

1. Provide Proposer's company business profile including years in business, structure of organization, and relevant client base.
2. Provide references from three (3) of Proposer's clients from the past five (5) years for services that are similar in scope, size, and complexity to the Tax Services described in this RFP (ref. **Section 3.5**).

Provide the following information for each customer:

- Client name and address;
  - Contact name with email address and phone number;
  - Time period in which work was performed;
  - Description of work performed.
3. Describe Proposer's experience with colleges and universities that are agencies or instrumentalities of any government or any political subdivision of a government, or that are owned or operated by a government or political subdivision of a government and subject to tax on unrelated business income.
  4. Detail relevant experience and qualifications with the following:
    - (a) Preparation and filing of Form 990-T
    - (b) Preparation and filing State Returns.
  5. Describe approach and methodology for performing the required Tax Services identified in this RFP (ref. **Section 3.5**).

### **Staffing / Resources / Capacity / Support (35%)**

6. Provide information on the key engagement team to be involved in working on UTS account including roles, responsibilities, professional qualifications, and technical abilities. Include key staff resumes.
7. Describe availability throughout the process to work and communicate with UTS. Address firm Paid Time Off (**PTO**) which might occur shortly before critical tax filing deadlines, and plans for staff availability during those times.
8. Describe ability to assign sufficient resources to complete the Tax Services in a timely manner (ref. **Section 5.4**).
9. Describe how Proposer will ensure continuity of knowledge transfer for staff assigned to this project, to provide consistent staffing for continuity of ongoing efforts.

### **3.5 Scope of Work**

UTS will select one vendor for Tax Services.

Contractor will provide the following services for UTS:

#### **Tax Services**

##### **A. Form 990-T, Exempt Organization Business Income Tax Return**

1. Perform a detailed review of prior year workpapers, financial statements, IRS correspondence, and tax filings to understand UTS' tax position and provide information about any activities that may have an impact on tax reporting and compliance.
2. Schedule a planning meeting and develop a timeline that includes milestones to meet all established deadlines. The timeline will include regularly scheduled check-in meetings throughout the engagement. Meetings are to include an agenda and list of outstanding items.
3. Prepare, file and provide a copy of the filed Form 990-T extension (if needed) along with confirmation of proof of receipt from the Internal Revenue Service prior to the deadline. UTS' fiscal year ends August 31, and the Form 990-T is due each year on January 15. UTS has historically filed an extension of the deadline to July 15.
4. UTS and The University of Texas/Texas A&M Investment Management Company (UTIMCO) will load all K-1s in UTS SharePoint portal for Contractor to access. Contractor will input, review, and analyze all Schedules K-1 (K-1) information for federal UBI reporting and any additional reporting requirements. Track all K-1s, including comparison to list of K-1s for the prior year, to ensure completeness.
5. Follow-up with UTIMCO as required to obtain federal UBI and silo information as required (and not included in the K-1 uploaded to SharePoint).
6. Determine and calculate UBI amounts from K-1s based on UTIMCO fund allocation percentages for each investment.
7. Review institutions' UBI workpapers, analyze revenue streams and appropriateness of Silo choices.

8. Analyze 163j limitation, and related reporting, if any.
9. Collect, aggregate, and review data for consistency, completeness, accuracy, and storage of data.
10. Prepare Forms 8082 and 8275 – Notice of Inconsistent Treatment and Disclosure Statement.
11. Preparation and review of the NOL roll-forward schedule.
12. Engage in any other reviews or preparation of documents resulting from any new requirements related to the Form 990-T preparation and filing.
13. Prepare the Form 990-T and all required forms, statements, and supplemental schedules.
14. Provide draft Form 990-T and all required schedules and forms to UTS for review at least 45 days before the extended due date (if extended) for filing.
15. Sign Form 990-T as the paid preparer.
16. After Form 990-T and all required schedules and forms have been reviewed and Contractor and UTS agree to finalize, Contractor will prepare 990-T for electronic filing and submit Form 8879-EO to UTS to coordinate signature at least 2 weeks before the extended due date (if extended).
17. Electronically file Form 990-T with IRS upon receipt of fully executed Form 8879-EO from UTS.
18. Provide UTS with IRS confirmation receipt of electronically filed Form 990-T.
19. Load following documents/information to the UTS SharePoint site within 15 days of finalizing:
  - a. Final 990-T Return (Bates numbered pages)
  - b. Excel worksheets supporting detail in the Statements attached to the return. These include, but are not limited to:
    - Summary of Exempt Organization Unrelated Business Taxable Income by activity and silo by each institution;
    - Advertising – Income from periodicals reported;
    - Partnership Summary – K-1 Data Allocated Total Tie-Out NOL Carryforward Excel worksheets with information detailed by institution;
    - Credit/Deduction Carryforwards;
    - UBTI K-1 Allocation Detail.
20. Provide supporting services as requested by UTS if there is a government audit of the Form 990-T return and associated schedules.
21. Review and advise on unrelated business activities conducted by UTS and its institutions.

**B. State Tax Returns**

1. Schedule a planning meeting and develop a timeline that includes milestones to meet all established deadlines. The timeline will include regularly scheduled check-in meetings throughout the engagement. Meetings are to include an agenda and list of outstanding items.

2. Assist UTS in determining states in which tax returns are to be filed ("State Returns"). UTS currently files in 22 states.
3. Input, review, and analysis of all K-1s for state UBI reporting and any additional reporting requirements.
4. Follow-up with UTIMCO as required to obtain state UBI and silo information as deemed required (and not included in the K-1 uploaded to SharePoint). UTS will make data available to Contractor via access to a SharePoint site.
5. Determine and calculate UBI amounts from K-1s based on UTIMCO fund allocation percentages for each investment.
6. Review institutions' UBI state workpapers.
7. Analyze any new institution revenue streams determined to be UBI to assign appropriate silo choices.
8. Collect, aggregate, and review data for consistency, completeness, accuracy, and storage of data.
9. Preparation and review of the NOL roll-forward schedule.
10. Engage in any other reviews or preparation of documents resulting from any new requirements related to preparation and filing of State Returns.
11. Determine State Returns requiring request for extensions and tax payments.
12. Provide UTS with a copy of each required extension along with confirmation of proof of receipt for those states.
13. Perform applicable services noted above in the preparation of State Returns and all required forms and supplemental schedules.
14. Provide draft State Returns and all required schedules and forms to UTS for review at least 45 days before the extended due date (if extended) as provided by the applicable states.
15. Sign State Returns as the paid preparer.
16. After State Returns and all required forms and schedules have been reviewed and Contractor and UTS agree to finalize, prepare State Returns for electronic filing or mailing at least 2 weeks before the extended due date as provided by each state.
17. File State Returns electronically or by mail.
18. Provide UTS with confirmation for filing of State Returns.
19. Load the following to the UTS SharePoint site within 15 days of finalizing:
  - a. All final signed State Returns; and
  - b. Workpapers/documents supporting numbers reported on State Returns.
20. Provide supporting services as requested by UTS if there is an audit of the State Return and associated schedule.

## SECTION 4

### TERMS AND CONDITIONS

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of UTS, 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 redlined version of **APPENDIX TWO** and a detailed list of reasons for the exceptions as part of its proposal in accordance with **Section 3.3.1**. Proposer's exceptions will be reviewed by UTS 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 UTS may consider Proposer's exceptions when UTS evaluates the Proposer's proposal.

Additionally, Proposer must submit as part of its Proposal all terms and conditions that it proposes to include in any contract or agreement resulting from this RFP (such as software license terms and conditions) in accordance with **Section 5.3.1** of this RFP. Proposer bears all risk and responsibility for its failure to include such terms and conditions in its Proposal. UTS will not be bound by or required to accept or agree to any terms and conditions that a Proposer includes (or fails to include) in its Proposal.

**SECTION 5**

**PRICING AND DELIVERY SCHEDULE**

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

**To:** UTS

**Ref.:** Work related to \_\_\_\_\_

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

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the required pursuant to the above-referenced Request for Proposal upon the terms quoted below. UTS will not accept proposals which include assumptions or exceptions to the work identified in this RFP.

**5.1 Term of Agreement**

UTS intends to enter into an agreement with the Contractor to perform the Tax Services for an initial two (2) year base term, with the option to renew for two (2) additional two (2) year renewal periods, upon mutual written agreement of both parties.

**5.2 Pricing for Tax Services and Expenses (15%)**

Complete the table below with Proposer's estimated fees for Tax Services. All figures should be provided in U.S. dollars.

Tax Services

Using the Scope of Work (Ref. **Section 3.5** of this RFP), Proposer must provide pricing for the first two years in a fee per return format.

Tax Services	Year 1	Year 2
<b>Preparation of Form 990-T</b>		
<b>Preparation of State Returns per return</b>		

UTS will reimburse, without mark-up, reasonable expenses (including meals, rental car or mileage, coach class airfare, and lodging) validly incurred by Contractor directly and solely in support of Tax Services and *approved by UTS in advance*. Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php> with regard to all travel expenses and Contractor will not be reimbursed by UTS for expenses that are prohibited or that exceed the allowable amounts provided in the then current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses, Contractor must submit to UTS receipts, invoices, and other documentation requested by UTS.

Reimbursement for expenses and disbursements will not exceed a maximum expense cap (*to be mutually agreed by Contractor and UTS and provided in the Agreement*), without the prior written approval of UTS.

**5.3 Discounts**

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

**5.4 Schedule for Completion of Tasks and Submittal of Deliverables**

Preparation of the Exempt Organization Business Income Tax Return (Form 990-T), State Returns, and all required schedules and forms shall be provided to UT System at least 45 days before the original or extended due date required by the Internal Revenue Service or state tax revenue agencies. Contractor will prepare 990-T, Form 8879-EO, State Returns and submit to UT System to coordinate signature for electronic filing or mailing at least two (2) weeks before the original or extended due date required by the Internal Revenue Service. For all extensions, provide a copy of the extension filed along with confirmation of receipt from the Internal Revenue Service or state tax revenue agencies prior to the deadline.

The UT System’s fiscal year ends August 31 and the Form 990-T is due each year on January 15. Due dates for State Returns vary by state. [Note: UT System has historically filed an extension.]

**5.5 Payment Terms**

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

UTS will be entitled to withhold \_\_\_\_\_ percent (\_\_\_\_%) of the total payment due under the Agreement until after UTS’s acceptance of the final work product.

Indicate below the prompt payment discount that Proposer offers:

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

[Section 51.012, Education Code](#), authorizes UTS to make payments through electronic funds transfer methods. Proposer agrees to accept payments from UTS through those methods, including the automated clearing house system (ACH). Proposer agrees to provide Proposer’s banking information to UTS in writing on Proposer letterhead signed by an authorized representative of Proposer. Prior to the first payment, UTS will confirm Proposer’s banking information. Changes to Proposer’s bank information must be communicated to UTS 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 Proposer.

UTS, 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\(c\)\(4\)](#), UTS 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:** \_\_\_\_\_



**SECTION 6**

**INFORMATION SECURITY REQUIREMENTS ATTESTATION**

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

**To:** UTS

**RFP No.:** 720-2305

This completed document, signed by Proposer's designated Chief Information Security Officer (CISO) or equivalent is attestation that Proposer will be able to meet UT System Information Security Requirements in **APPENDIX NINE** and that the answers to questions in **APPENDIX NINE** and **APPENDIX SEVEN** are valid and accurate.

**By my signature below, I hereby certify that:**

- I have the necessary authority to execute this agreement between my Agency and UT System.
- I have read, understand and confirm that Proposer is able to comply with all of the terms and conditions of UT System Information Security Requirements in **APPENDIX NINE**.
- I confirm that Proposer responses to questions in **APPENDIX NINE** and **APPENDIX SEVEN** are valid and accurate.
- Post award, I agree that Proposer will comply with UT System Information Security Requirements in **APPENDIX NINE**.

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

**By:** \_\_\_\_\_  
(Authorized Signature of Chief Information Security Officer or Equivalent)

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

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

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

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

**TABLE OF CONTENTS**

**SECTION 1: GENERAL INFORMATION..... 18**

**SECTION 2: EXECUTION OF OFFER..... 23**

**SECTION 3: PROPOSER'S GENERAL QUESTIONNAIRE ..... 28**

**SECTION 4: ADDENDA CHECKLIST ..... 30**

## SECTION 1

### GENERAL INFORMATION

#### 1.1 Purpose

UTS 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 UTS.

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 proposal 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

UTS 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 UTS as having received a copy of this RFP. Only UTS' responses that are made by formal written Addenda will be binding on UTS. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by UTS 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 UTS 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 UTS is responsible for notifying UTS that it has received an RFP package, and should provide its name, address, telephone and facsimile (**FAX**) numbers, and email address, to UTS, so that if UTS 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 UTS strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

UTS 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, UTS 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 UTS in a form substantially similar to the Sample Agreement between UTS and Contractor attached to this RFP as **APPENDIX TWO**, and otherwise acceptable to UTS in all respects (**Agreement**).

#### 1.5 Proposal Evaluation Process

UTS 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 UTS as non-responsive due to material failure to comply with this RFP (ref. **Section 2.5** of this RFP). Upon completion of the initial review and evaluation of proposals, UTS may invite one or more selected Proposers to participate in oral presentations. UTS will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

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

UTS may discuss and negotiate all elements of proposals submitted by Proposers within a specified competitive range. For purposes of negotiation, UTS 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, UTS may defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, UTS reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of UTS.

After the Submittal Deadline but before final selection of Contractor, UTS 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. UTS will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. UTS is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to UTS overall, as determined by UTS.

UTS 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 UTS. Proposer is hereby notified that UTS will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by UTS.

#### 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** of this RFP), [c] Specifications and Additional Questions (ref. Section 3 of this RFP), [d] terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [d] all other requirements and specifications set forth in this RFP; and (2) acknowledges that some subjective judgments must be made by UTS 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 UTS has made no representation written or oral that one or more agreements with UTS will be awarded under this RFP; (2) UTS issues this RFP predicated on UTS' anticipated requirements for Tax Services, and UTS has made no representation, written or oral, that any particular scope of work

will actually be required by UTS; 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 UTS.
- 1.8.3 UTS 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 UTS, at UTS' 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 UTS makes no warranty or guarantee that an award will be made as a result of this RFP. UTS 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 UTS' best interest. UTS 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 UTS, at UTS' 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 UTS, in UTS' 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 3** of this RFP). 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 UTS, in its sole discretion.

### 1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery 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 Tax 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.

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

### 1.9.4 Proposer's General Questionnaire

Proposals must include responses to the questions in Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

### 1.9.5 Addenda Checklist

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

### 1.9.6 Submission

*Proposer should submit all proposal materials as instructed in **Section 2** of this RFP.*

UTS will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the HSP as required by **Section 2.5** of this RFP. UTS will not accept proposals submitted by email, 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 UTS. 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 UTS's consent, which will be based on Proposer's written request explaining and documenting the reason for withdrawal, which is acceptable to UTS.

## 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 Tax Services to UTS 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 UTS and Proposer. UTS has made no representation or warranty, written or oral, that one or more contracts with UTS will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a proposal to this RFP.
- 2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing Tax Services.
- 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform Tax Services.
- 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 Tax Services.
- 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. UTS will rely on such statements, information and representations in selecting Contractor. If selected by UTS, Proposer will notify UTS 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 UTS, INDEMNIFY, AND HOLD HARMLESS UTS, 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 UTS that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with UTS as specified in this RFP and that Proposer's intent is not contingent upon UTS' 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 UTS.
- 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 UTS' 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 response 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 UTS 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 UTS 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 UTS 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 UTS 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 UTS 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 UTS.
- 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 UTS in connection with this RFP.

**2.13 Proposer Compliance and Certification Relating to Cloud Computing Services.** Section 2054.0593 of the *Texas Government Code* (enacted by [SB 475, 87<sup>th</sup> Texas Legislature, Regular Session \(2021\)](#)) requires the Texas Department of Information Resources (DIR) to establish and implement a state risk and authorization management program to provide a standardized approach for security assessment, authorization, and continuous monitoring of cloud computing services that process the data of Texas state agencies. DIR by rule shall prescribe (1) the categories and characteristics **Proposer Compliance and Certification Relating to Cloud Computing Services.** Section 2054.0593 of the *Texas Government Code* (enacted by [SB 475, 87<sup>th</sup> Texas Legislature, Regular Session \(2021\)](#)) requires the Texas Department of Information Resources (DIR) to establish and implement a state risk and authorization management program to provide a standardized approach for security assessment, authorization, and continuous monitoring of cloud computing services that process the data of Texas state agencies. DIR by rule shall prescribe (1) the categories and characteristics of cloud computing services subject to the state risk and authorization management program and (2) the requirements for certification through the program of vendors that provide cloud computing services. DIR shall evaluate vendors to determine whether a vendor qualifies for a certification issued by DIR reflecting compliance with program requirements. Texas state agencies must ensure that each contract for cloud computing services that the agency enters into or renews on or after January 1, 2022, complies with Section 2054.0593.

As a result, Proposer certifies that if selected it will comply with the requirements of such a state risk and authorization management program and maintain program compliance and certification throughout the term of any contract or agreement resulting from this RFP. Proposer understands and agrees that the University may not enter into or renew any contract or agreement resulting from this RFP with Proposer to purchase cloud computing services for the University that are subject to the state risk and authorization management program unless the Proposer demonstrates compliance with program requirements. Proposer acknowledges that any contract or agreement resulting from this RFP may be terminated and payment withheld if Proposer does not comply with this Section. of cloud computing services subject to the state risk and authorization management program and (2) the requirements for certification through the program of vendors that provide cloud computing services. DIR shall evaluate vendors to determine whether a vendor qualifies for a certification issued by DIR reflecting compliance with program requirements. Texas state agencies must ensure that each contract for cloud computing services that the agency enters into or renews on or after January 1, 2022, complies with Section 2054.0593.

As a result, Proposer certifies that if selected it will comply with the requirements of such a state risk and authorization management program and maintain program compliance and certification throughout the term of any contract or agreement resulting from this RFP. Proposer understands and agrees that the University may not enter into or renew any contract or agreement resulting from this RFP with Proposer to purchase cloud computing services for the University that are subject to the state risk and authorization management program unless the Proposer demonstrates compliance with program requirements. Proposer acknowledges that any contract or agreement resulting from this RFP may be terminated and payment withheld if Proposer does not comply with this Section.

Proposer's representations, warranties, and obligations under this Section 2.15 include any CCSs that are identified by Proposer in its response to Option 2 in Section 3.1.10 of Appendix One.

**2.14** Certificate of Interested Parties.

Proposer agrees to comply with Certificate of Interested Parties laws (ref. [§2252.908, Government Code](#)) and [1 TAC §§46.1 through 46.5](#)) as implemented by the Texas Ethics Commission (TEC), including, among other things, providing TEC and UTS with information required on the form promulgated by TEC and set forth in **APPENDIX SIX**. *Proposer may learn more about these disclosure requirements, including applicable exceptions and use of the TEC electronic filing system, by reviewing [§2252.908, Government Code](#), and information on the TEC website at [https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php).* **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to UTS of a signed Agreement.**

**2.15** 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.: 720-2305

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

**Submitted and Certified By:**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(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 §§[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 proposal. 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, UTS 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 UTS.

- 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 UTS (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 UTS' 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 UTS? 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.
- 3.1.10 Proposer must select, and if necessary complete, one of the following two options regarding cloud computing services ("CCSs"):

**OPTION 1:** Proposer represents and warrants that it will not provide any CCSs either through this Agreement or in furtherance of this Agreement, as provided in Section 2.13 of Appendix One.

**OPTION 2:** Proposer represents and warrants that it will provide the following CCSs either through this Agreement or in furtherance of this Agreement, as provided in Section 2.1 of Appendix One:

## **3.2 Approach to Project Services**

- 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**

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

**To:** UTS

**RFP No.:** 720-2305

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 separate attachment in RFP posting.

**APPENDIX THREE**  
**HUB SUBCONTRACTING PLAN**

Reference **Section 2.5** for HUB Subcontracting requirements.

**Instructions on completing an HSP**

Proposer must visit <https://www.utsystem.edu/offices/historically-underutilized-business/hub-forms/hub-plan-templates-commodities-services-procurement> to download the most appropriate HUB Subcontracting Plan (HSP) for use with this Request for Proposal.

## APPENDIX FOUR

### ACCESS BY INDIVIDUALS WITH DISABILITIES

**Access by Individuals with Disabilities:** Contractor represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Contractor provides to UTS under this Agreement (**EIRs**) comply with applicable requirements in [1 TAC Chapter 213](#) and [1 TAC §206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Contractor becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants it will, at no cost to UTS, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Contractor fails or is unable to do so, UTS may terminate this Agreement and, within thirty (30) days after termination, Contractor will refund to UTS all amounts UTS paid under this Agreement. Contractor will provide all assistance and cooperation necessary for performance and documentation of accessibility testing, planning, and execution criteria conducted by UTS or UTS' third party testing resources, as required by [1 TAC §213.38\(g\)](#).

## APPENDIX FIVE

### INFORMATION SECURITY REQUIREMENTS AND QUESTIONS

#### UT System Information Security Requirements

1. Multi-factor Authentication (MFA or also known as two-factor authentication-2FA), as defined by NIST SP 800-63, must be applied during the following: Access to UTS Confidential data (by any System or Application Administrators or user with elevated privileges (i.e., super users).
2. Contractor must use encryption standards approved by UT System or defined in NIST SP 800-175B Rev. 1 for confidential data at rest, in motion, during processing, and for all mobile applications, websites, and portals.
3. Required by Section 2054.517 of the Texas Government Code and defined in UTS 165 Before deploying an Internet website (or portal) and mobile applications that process UT System confidential data, the developer or third-party responsible for development must:
  - a. Submit the following documentation
    - I. the architecture<sup>i</sup> of the website and mobile applications;
    - II. the authentication mechanism(s) for the website and applications;
    - III. the Administrator level access to data included in or accessed by the website and applications;
  - b. Subject the website, portal and applications to a vulnerability and penetration test as described<sup>ii</sup>; this test must be repeated every year during the contract period.
  - c. Utilize approved access and authentication mechanisms<sup>iii</sup>.
  - d. Apply MFA for Administrative or privileged user access.
4. If the Contractor/Vendor is providing a cloud-based service<sup>iv</sup>, the State of Texas requires certification of TxRAMP status. See <https://dir.texas.gov/texas-risk-and-authorization-management-program-tx-ramp> for more information. UT System can work with the Contractor/Vendor for an Agency Sponsored Provisional Status. TX-RAMP Provisional Status may not be requested after January 1, 2023.
5. If Contractor is responsible for credit card processing, the current version of PCI-DSS requirements must be met.

#### Additional Requirements:

- UT System is required to conduct annual security risk assessments and the UT Information Security staff will request updated information from the Contractor each year. Information may include, but not limited to: Certification and Audit Reports, vulnerability scans, updated policies and the like.
- RFP Proposer finalists must be prepared to have appropriate technical security and privacy experts available to address responses in a separate presentation session for UT System.

#### Questions

Note: Answer the following questions as they apply to the people, processes and technology and data pursuant to this RFP.

#### General Security

1. Provide the name of the Chief Information Security Officer (CISO), Chief Information Officer (CIO) or equivalent positions along with a short description of his or her qualifications.
2. Are background checks and screening conducted on employees and subcontractors? If yes, what is the frequency?

3. Is a specific security framework or collection of industry standards applied to harden information systems that will interact with the services proposed, including systems that store, transmit, process, or serve UT System data to users? If so, describe these standards and their source.
4. Does the Contractor have documented policies and procedures that cover the following:
  - A. Information Security
  - B. Security Incident Response and supporting procedures
  - C. Change Control and supporting procedures
  - D. Acceptable/Responsible Use
  - E. Privacy
  - F. Risk Management
  - G. Patch and Vulnerability Management
  - H. Cloud Security
  - I. Software Development Security
5. How often are security and privacy policies updated?
6. Is there a formal Change Management process for updating policies?
7. If application(s), whether mobile or other, are provided as part of this Proposal:
  - A. Are industry standards or a specific method/model followed for software development? If yes, what standard/model?
  - B. Are multiple, staged software development environments used for development, testing and production? If yes, describe how the environments are isolated from each other and what access controls are in place to minimize the risk of code corruption or unauthorized exposure.
8. List an example of an administrative safeguard or best practice employed to prevent unauthorized access to UT System data.
9. Where will UT System data be stored (answer all that apply):
  - a. In a physical (on-premise) data center, owned and/or managed by the Contractor.
  - b. In third-party storage locations not managed by the Contractor.
  - c. in Public or Private Cloud locations.
  - d. in a Cloud location outside of the United States.
  - e. Other.
10. If UT System data will be stored in physical data center, what physical controls are in place? What level of redundancy tiering is the data center rated at?
11. How will UT System's data be segregated from the data of other customers to prevent accidental or unauthorized access? (applies to all locations of data storage).

*Cloud Security (Answer applicable questions)*

1. Are any services provided hosted in a Public or Private Cloud? If yes, indicate which services and what type of hosting.
2. What industry standards, best practices or Cloud Security frameworks are followed to minimize risk to customer data, including accidental or deliberate exposure?
3. Provide an example of how Contractor's virtual systems are segregated and protected from risks.

*Access and Identity Management*

12. UT institutions use Microsoft's Multi-factor authentication product or Duo. Does the proposed product or service integrate with those products?
13. UT System requires multi-factor authentication (MFA, also known as two-factor Authentication-2FA) and recommends using it where possible.

14. Requirement: See description in UT System Information Security Requirements.
15. Recommendation: Any individual accessing a system that contains or has access to Confidential UTS Data should use 2FA.
16. Does the Contractor's service provide the option to require MFA for 'super users' and not require it for other users? Does it provide the option of applying MFA for all users?
17. Does the Contractor's implementation of MFA meet the standards as defined by NIST SP 800-63?
18. If MFA is not currently available, is there a timeframe when it will be. If so, provide estimated roadmap schedule.
19. Describe the Identity and Access Management (IAM) components of the Contractor's services including how the platform ensures accurate and consistent secure identity management of all uniquely identified individuals?
20. Summarize how IAM components are kept in sync and how they integrate with each other.
21. Summarize the process for user account provisioning and de-provisioning, including super user accounts.
22. How does the Contractor detect an account compromise of UT System-issued credentials? Provide two examples.
23. If a UT System user's password is confirmed to be compromised, what is the process to reset/disable or otherwise protect UT System data from exposure or malicious attacks?

#### *Technical Security*

24. Explain the general encryption method and algorithm (e.g. AES 256) in use for:
  - a. Data at rest
  - b. Data in motion
  - c. Data in Session state (in process)
  - d. Application data exchange and APIs (whether cloud or on premise)
  - e. Application and platform external connections
  - f. Database
  - g. Data backups
  - h. Mobile applications
25. Explain how cryptographic keys are managed, what protection mechanisms are in place, and who has access to them.
26. Summarize the process for security patch management, including roles and responsibilities, frequency, testing plan and system maintenance.
27. Are periodic vulnerability scans performed? If yes:
  - a. How often are scans conducted?
  - b. What is the process to escalate and/or prioritize and remediate identified vulnerabilities?
  - c. Do scans include databases?
  - d. Are applications scanned to detect specific code related vulnerabilities prior moving to Production?

#### *Disaster Recovery and Business Continuity*

28. Does the Contractor have a Disaster Recovery Plan (DRP). If so:
  - a. Is it supported by policies and procedures?
  - b. Is it updated periodically, If yes, how frequently?

- c. Is it tested periodically? If yes, how frequently and what type of tests are performed?
  - d. Do all staff with a role or responsibility know about the DRP and how to access it in case of a declared disaster?
  - e. Does it include systems and services provided to customers, including UT System?
  - f. If in place, provide an outline of the DRP
  - g. If no DRP exists, describe the controls and methodology used to ensure the restoration and availability of UT System data.
29. Is a Business Continuity Plan (BCP) in place that ensures minimal disruption of services provided to UT System? If yes, what is the maximum amount of time that services may be unavailable?
30. Does a Data Backup and Recovery plan procedures exist? If yes, summarize or provide an outline of the plan. If not, describe what alternative methods will be used to ensure the restoration and availability of UT System data.
31. Will critical UT System data be backed up to an offline (completely isolated) location that can be restored in the case of a successful Ransomware attack?
32. Does the Contractor utilize an air gap or vaulted backup strategy?
33. Explain how UT System data is reliably destroyed upon request or under the terms of the contractual agreement? What evidence will be provided to System after data has been successfully destroyed?

*Security Logging, Monitoring and Incident Response*

34. Do the proposed services allow administrative or 'super user' level changes to UT System data that isn't tracked through audit logs?
35. Does the Contractor utilize a formal Security Operations Center (SOC), either internally staffed or contracted to a third party? If yes, where is it (or if multiple, describe) geographically located? Does it operate on a 24x7x365 schedule?
36. Are adequate logs generated and stored to validate security controls function as designed, including MFA requirements?
37. What is the average log retention period?
38. Are all systems that support or connect to services and systems provided in this Response configured to generate logs to a central storage location? If not, how is visibility into anomalous activity ensured?
39. Summarize how multiple security logs and event data are correlated, analyzed and acted upon.
40. Provide an example of technology controls (e.g. DLP, firewall, IDS/IPS, Endpoint Detection, etc..) coupled with a process that is used to monitor the confidentiality, integrity and availability of the service proposed.
41. Provide two examples of a procedure in place to ensure timely mitigation of detected vulnerabilities and security incidents?
42. Provide the Table of Contents or an overview of the Security Incident Response Plan (IRP) and one example for each category: protection, detection, identification, and recovery.
43. Is there a component of the IRP that addresses how the Contractor will work with customers and subcontractors when a security or privacy incident involving UT System data is detected?
44. Summarize the procedures in place to isolate or disable suspicious or compromised systems that interact with the Service proposed?

45. When a significant incident that requires digital forensic investigation is declared, could UT System data be retained for forensic purposes? If so, how will this affect business processes for UT System?
46. Describe two examples of a method or process used to detect and prevent actions taken by an unauthorized entity attempting to access data, e.g., auto-generated audit reports or alerts.
47. Are there automated alerts or reports that monitor unauthorized access to confidential data? If yes, is the Contractor willing to provide these to UT System?
48. Are controls in place to detect Ransomware or precursor events to a Ransomware attack? If yes, describe these.
49. If Ransomware is discovered in the Contractor's systems, what is the first step to mitigation?
50. If UT System discovers that a serious vulnerability exists in the Contractor's platform, describe the process for reporting, how and when the risk will be remediated.

---

<sup>1</sup> Website architecture. A diagram and narrative of website logical structure, data flow, and design of the technical, security, functional, and visual components.

<sup>ii</sup> Penetration and vulnerability test. Contractor may choose to either allow UT System to conduct a vulnerability scan on a test environment that mirrors the actual production environment or provide an attestation of a third-party vulnerability assessment. Review and acceptance of the findings shall comply with [UTS 165 Standard 10.8](https://www.utsystem.edu/sites/policy-library/uts165-standards#s10) (<https://www.utsystem.edu/sites/policy-library/uts165-standards#s10>).

<sup>iii</sup> Approved access and authentication mechanisms. Reference [NIST 800-53B](https://pages.nist.gov/800-63-3/sp800-63b.html) (<https://pages.nist.gov/800-63-3/sp800-63b.html>) and [UTS 165 Standard 4: Access Management](https://www.utsystem.edu/sites/policy-library/uts165-standards#s4) (<https://www.utsystem.edu/sites/policy-library/uts165-standards#s4>) for approved standards. A unique identifier that does not include the individual's social security number, in full or part per [UTS 165 Standard 13: Use and Protection of Social Security Numbers](https://www.utsystem.edu/sites/policy-library/uts165-standards#s13) (<https://www.utsystem.edu/sites/policy-library/uts165-standards#s13>).

<sup>iv</sup> "Cloud computing service" has the meaning assigned by Special Publication 800-145 issued by the United States Department of Commerce National Institute of Standards and Technology, as the definition existed on January 1, 2015.

**APPENDIX SIX**

**CERTIFICATE OF INTERESTED PARTIES  
(Texas Ethics Commission Form 1295)**

This is a sample Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. If not exempt under [Section 2252.908\(c\), Government Code](#), Contractor must use the Texas Ethics Commission electronic filing web page (at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and UTS. **The Certificate of Interested Parties will be submitted only by Contractor to UTS with the signed Agreement.**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																																									
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>																																									
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at <a href="https://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>																																									
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																											
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																											
4	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%; padding: 5px;">Name of Interested Party</th> <th style="width: 20%; padding: 5px;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%; padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <td></td> <td></td> <th style="width: 15%; padding: 5px;">Controlling</th> <th style="width: 15%; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)				Controlling	Intermediary																																		
Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																																									
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5 Check only if there is NO Interested Party. <input type="checkbox"/>																																											
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right; margin-right: 100px;">                         _____                          Signature of authorized agent of contracting business entity                          (Declarant)                     </div>																																											
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																																											

**APPENDIX SEVEN**

**HIGHER EDUCATION COMMUNITY VENDOR ASSESSMENT TOOLKIT (HECVAT)**

See separate attachment in RFP posting

## APPENDIX EIGHT

### ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS

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

UTS is primarily a Microsoft products environment.

#### Basic Specifications

1. If the EIR will be hosted by UTS, please describe the overall environment requirements for the EIR (size the requirements to support the number of concurrent users, the number of licenses and the input/output generated by the application as requested in the application requirements).
  - A. Hardware: If Proposer will provide hardware, does the hardware have multiple hard drives utilizing a redundant RAID configuration for fault tolerance? Are redundant servers included as well?
  - B. Operating System and Version:
  - C. Web Server: Is a web server required? If so, what web application is required (Apache or IIS)? What version? Are add-ins required?
  - D. Application Server:
  - E. Database:
  - F. Other Requirements: Are any other hardware or software components required?
  - G. Assumptions: List any assumptions made as part of the identification of these environment requirements.
  - H. Storage: What are the space/storage requirements of this implementation?
  - I. Users: What is the maximum number of users this configuration will support?
  - J. Clustering: How does the EIR handle clustering over multiple servers?
  - K. Virtual Server Environment: Can the EIR be run in a virtual server environment?
2. If the EIR will be hosted by Proposer, describe in detail what the hosted solution includes, and address, specifically, the following issues:
  - A. Describe the audit standards of the physical security of the facility; and
  - B. Indicate whether Proposer is willing to allow an audit by UTS or its representative.
3. If the user and administrative interfaces for the EIR are web-based, do the interfaces support Firefox on Mac as well as Windows and Safari on the Macintosh?
4. If the EIR requires special client software, what are the environment requirements for that client software?
5. Manpower Requirements: Who will operate and maintain the EIR? Will additional UTS full time employees (FTEs) be required? Will special training on the EIR be required by Proposer's technical staff? What is the estimated cost of required training.
6. Upgrades and Patches: Describe Proposer's strategy regarding EIR upgrades and patches for both the server and, if applicable, the client software. Included Proposer's typical release schedule, recommended processes, estimated outage and plans for next version/major upgrade.

#### Security

1. Has the EIR been tested for application security vulnerabilities? For example, has the EIR been evaluated against the Open Web Application Security Project (**OWASP**) Top 10 list that includes flaws like cross site scripting and SQL injection? If so, please provide the scan results and specify the tool used. UTS will not take final delivery of the EIR if UTS determines there are serious vulnerabilities within the EIR.
2. Which party, Proposer or UTS, will be responsible for maintaining critical EIR application security updates?

3. If the EIR is hosted, indicate whether Proposer's will permit UTS to conduct a penetration test on UTS's instance of the EIR.
4. If confidential data, including HIPAA or FERPA data, is stored in the EIR, will the data be encrypted at rest and in transmittal?

### **Integration**

1. Is the EIR authentication Security Assertion Markup Language (**SAML**) compliant? Has Proposer ever implemented the EIR with Shibboleth authentication? If not, does the EIR integrate with Active Directory? Does the EIR support TLS connections to this directory service?
2. Does the EIR rely on Active Directory for group management and authorization or does the EIR maintain a local authorization/group database?
3. What logging capabilities does the EIR have? If this is a hosted EIR solution, will UTS have access to implement logging with UTS's standard logging and monitoring tools, RSA's Envision?
4. Does the EIR have an application programming interface (**API**) that enables us to incorporate it with other applications run by the UTS? If so, is the API .Net based? Web Services-based? Other?
7. Will UTS have access to the EIR source code? If so, will the EIR license permit UTS to make modifications to the source code? Will UTS's modifications be protected in future upgrades?
8. Will Proposer place the EIR source code in escrow with an escrow agent so that if Proposer is no longer in business or Proposer has discontinued support, the EIR source code will be available to UTS.

### **Accessibility Information**

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

5. Accessibility information for the electronic and information resources (**EIR**)<sup>1</sup> products or services proposed by Proposer, where applicable, through one of the following methods:
  - (A) URL to completed Voluntary Product Accessibility Templates (**VPATs**)<sup>2</sup> or equivalent reporting templates;
  - (B) accessible electronic document that addresses the same accessibility criteria in substantially the same format as VPATs or equivalent reporting templates; or
  - (C) URL to a web page which explains how to request completed VPATs, or equivalent reporting templates, for any product under contract; and
2. Credible evidence of Proposer's capability or ability to produce accessible EIR products and services. Such evidence may include, but is not limited to, Proposer's internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results.

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<sup>1</sup> Electronic and information resources are defined in [§2054.451, Government Code](#) and [1 TAC §213.1 \(6\)](#).

<sup>2</sup> Voluntary Product Accessibility Templates are defined in [1 TAC §213.1 \(19\)](#). For further information, see this [VPAT document](#) provided by the Information Technology Industry Council.

## APPENDIX NINE

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

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

**"Information Resources"** means any and all computer printouts, online display devices, mass storage media, and all computer-related activities involving any device capable of receiving email, browsing Web sites, or otherwise capable of receiving, storing, managing, or transmitting Data including, but not limited to, mainframes, servers, Network Infrastructure, personal computers, notebook computers, hand-held computers, personal digital assistant (PDA), pagers, distributed processing systems, network attached and computer controlled medical and laboratory equipment (i.e. embedded technology), telecommunication resources, network environments, telephones, fax machines, printers and service bureaus. Additionally, it is the procedures, equipment, facilities, software, and Data that are designed, built, operated, and maintained to create, collect, record, process, store, retrieve, display, and transmit information.

**"UTS Records"** means records or record systems that Proposer (1) creates, (2) receives from or on behalf of UTS, or (3) has access, and which may contain confidential information (including credit card information, social security numbers, and private health information (**PHI**) subject to Health Insurance Portability and Accountability Act (**HIPAA**) of 1996 (Public Law 104-191), or education records subject to the Family Educational Rights and Privacy Act (**FERPA**).

#### General Protection of University Records

1. Describe the security features incorporated into Information Resources (ref. **Section 5.3.4**) to be provided or used by Proposer pursuant to this RFP.
2. List all products, including imbedded products that are a part of Information Resources and the corresponding owner of each product.
3. Describe any assumptions made by Proposer in its proposal regarding information security outside those already listed in the proposal.

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

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

12. Describe the security features incorporated into Information Resources to safeguard UTS Records containing confidential information.

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

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

### **Access Control**

1. How will users gain access (i.e., log in) to Information Resources?

2. Do Information Resources provide the capability to use local credentials (i.e., federated authentication) for user authentication and login? If yes, describe how Information Resources provide that capability.

3. Do Information Resources allow for multiple security levels of access based on affiliation (e.g., staff, faculty, and student) and roles (e.g., system administrators, analysts, and information consumers), and organizational unit (e.g., college, school, or department)? If yes, describe how Information Resources provide for multiple security levels of access.

4. Do Information Resources provide the capability to limit user activity based on user affiliation, role, and/or organizational unit (i.e., who can create records, delete records, create and save reports, run reports only, etc.)? If yes, describe how Information Resources provide that capability. If no, describe what alternative functionality is provided to ensure that users have need-to-know based access to Information Resources.

5. Do Information Resources manage administrator access permissions at the virtual system level? If yes, describe how this is done.

6. Describe Proposer's password policy including password strength, password generation procedures, password storage specifications, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

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

7. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that would have access to the environment hosting UTS Records to ensure need-to-know-based access?

8. What procedures and best practices does Proposer have in place to ensure that user credentials are updated and terminated as required by changes in role and employment status?

9. Describe Proposer's password policy including password strength, password generation procedures, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

### **Use of Data**

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

1. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that have access to the environment hosting all systems that would hold or process UTS Records, or from which UTS Records may be accessed, to ensure that UTS Records will not be accessed or used in an unauthorized manner?

2. What safeguards does Proposer have in place to segregate UTS Records from system data and other customer data and/or as applicable, to separate specific UTS data, such as HIPAA and FERPA protected data, from UTS Records that are not subject to such protection, to prevent accidental and unauthorized access to UTS Records?

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

#### **Data Transmission**

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

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

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

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

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

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

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

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

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