

Request for Qualifications (RFQ)

UNT SYSTEM™

Request for Qualifications Number:
RFQ769-25-06092025BS

Request for Qualifications Title:
Software as a Service (SaaS) Products

Proposal Submittal Deadline:
August 11, 2025

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SECTION 1
GENERAL INFORMATION

1.1 Introduction

University of North Texas System ("UNTS") is seeking competitive responses to a Request for Qualifications ("RFQ") for qualified Software as a Service (SaaS) providers that offer commercially available, "off-the-shelf" software solutions (NIGP Code 92000). This RFQ provides sufficient information for interested parties to prepare and submit proposals for consideration by UNTS. Additional information may be made available by written request to the point of contact identified.

1.2 Primary Contact

Melissa Anderson
melissa.anderson@untsystem.edu
Procurement Office
University of North Texas System
1112 Dallas Drive, Suite 4000
Denton, Texas 76205

1.3 Event Information

1.3.1 Schedule of Events

UNTS intends to follow the timeline below:

Schedule of Events			
Event	Date	Time	Notes
Distribution of RFQ	6/9/2025	N/A	
Pre-Proposal Conference	7/7/2025	2:00 PM Central	
Deadline for Submission of Written Questions	7/21/2025	2:00 PM Central	Must be submitted electronically through E-PRO (formerly UNTS Marketplace)
Deadline to Post Responses to Proposer Questions	7/28/2025	2:00 PM Central	
Proposal Due Date	8/11/2025	2:00 PM Central	
Tentative Award Recommendation	8/25/2025		

* All dates are tentative and subject to change. This RFQ is for qualifications only. No purchasing commitments will be made as a direct result of this solicitation.

1.3.2 Solicitation Conference

1.3.2.1 A Pre-proposal conference will not be conducted for this solicitation.

1.3.3. All Questions MUST be submitted through the E-PRO electronic system. No emailed questions will be accepted.

1.4 Information about University of North Texas System

The University of North Texas System (UNTS) is a university system that is composed of the University of North Texas System Administration (UNTSA), the University of North Texas in Denton (UNT), the University of North Texas Health Science Center (UNTHSC) in Fort Worth, and the University of North Texas at Dallas (UNTD). UNTSA is based in downtown Dallas. The three independent universities of the University of North Texas System have combined enrollment of just over 50,000 students across five major teaching locations, including each main campus as well as Frisco and downtown Dallas. Proposals submitted in response to this RFQ shall be for services provided to UNTS (inclusive of UNTSA, UNT, UNTHSC and/or UNTD), as agreed to in writing by the parties.

1.5 Summary of Scope of Goods or Services

The University of North Texas System (UNTS) is seeking responses from qualified Software as a Service (SaaS) providers that offer commercially available, “off-the-shelf” software solutions that support the administrative, academic, and operational needs of public higher education institutions. This RFQ is issued to identify a pool of eligible vendors whose platforms and services meet the specific needs of Texas public institutions and align with security, accessibility, and compliance requirements.

UNTS and its member institutions – including the University of North Texas (UNT), UNT Health Science Center (UNTHSC), and UNT Dallas – intend to use the information collected through this RFQ to streamline future sourcing activities, evaluate provider readiness, and establish a foundation for cooperative or informal procurement where appropriate.

*The intent of this RFQ is for qualifications only. No purchasing commitments will be made as a direct result of this solicitation.

1.6 Term of Award

The initial term of the Contract resulting from this RFQ shall be for three (3) years, with two (2) renewal options to extend in one (1) year increments. Options to extend the contract are by mutual consent and in writing. However, UNTS reserves the right to modify the term of an award to provide the best value to UNTS.

1.8 Historically Underutilized Business (HUB) Firms

The University of North Texas System is committed to supporting the Historically Underutilized Business (HUB) Program established by the State of Texas. UNTS endeavors to promote full and equal opportunity for businesses to supply UNTS with goods or services that are necessary to support UNTS’ educational mission. In this regard, UNTS commits to select proposers in accordance with (i) UNTS needs, (ii) UNTS resources, (iii) UNTS HUB goals (iv) guidelines established by the Texas legislature and Texas Procurement and Support Services (“TPASS”), and (v) UNTS Operating Policies and Procedures for contracting with HUBs. Proposers shall provide UNTS full access to documentation relating to the HUB program and any HUB Subcontracting Plan (HSP) if required by Paragraph 2.5. **Failure to comply with any provision of the State of Texas or UNTS’ HUB regulations may result in rejection of any proposal and/or immediate cancellation of any contract.**

The proposer's ability to assist UNTS with meeting State of Texas HUB utilization goals is considered as part of best value criteria per TEC §51.9335.

1.9 UNT System E-PRO (formerly UNTS Marketplace)

The proposer will make reasonable effort to create a punch-out catalog in UNT System E-PRO if requested by the University. Proposer will work with E-PRO for the implementation of the catalog.

SECTION 2

PROPOSAL REQUIREMENTS AND PROCEDURES

2.1 Communication with Point of Contact

The UNTS specifically instructs all interested parties to restrict all contact and questions regarding this RFQ to written communications forwarded to the UNTS Contact via the email listed in Paragraph 1.2

The UNTS Contact must receive all questions or concerns no later than the date and time listed in Paragraph 1.3.1. It is UNTS' intent to respond to all appropriate questions and concerns; however, UNTS reserves the right to decline to respond to any question or concern. Answers to questions will be posted via addendum to this RFQ on UNTS Business Service Center Bid Opportunities web page located at: <https://www.untsystem.edu/bid-opportunities>

2.2 Communications with UNTS Personnel

Except as provided in this RFQ (ex. designated Point of Contact) and as otherwise necessary for the conduct of existing UNTS business operations, Proposers are expressly and absolutely prohibited from engaging in communications with UNTS personnel who are involved in any manner in the drafting of the RFQ, in the review or evaluation of the Proposals, in the selection of a Contractor, or negotiation or formalization of a Contract. If any Proposer engages in conduct or communications that UNTS determines is contrary to the prohibitions outlined in this section, UNTS may, at its sole discretion, disqualify the Proposer and remove the Proposal from consideration.

2.3 Proposal Requirements

2.3.1 The Proposal may not exceed twenty-five (25) pages. The page count does not include price sheets, catalogs, specification sheets and addendum deemed relevant by Proposer.

2.3.2 The Proposal must include a cover page, providing the Proposer's name, address, primary and secondary contact information; the RFQ name; and RFQ number.

2.3.3 The Proposal must include a table of contents, which should contain sufficient detail to facilitate easy reference to the sections of the Proposal.

2.3.4 All pages should be typed in 12-point font within margins consistent with 8 ½ x 11-inch paper and numbered sequentially.

2.3.5 The Proposal should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of this RFQ. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of UNTS' needs.

2.3.6 By submitting a Proposal, the Proposer certifies an understanding of this RFQ and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the Goods or Services to be provided, and the conditions under which the Goods or Services are to be performed. The Proposer also understands that all costs relating to preparing and responding to this RFQ will be the sole responsibility of the Proposer. If selected for an award by UNTS, the Proposer will notify UNTS immediately of any material change in any matters about which the Proposer has made a statement or representation or provided information.

2.3.7 Proposers are cautioned to read the information contained in this RFQ carefully and to submit a complete Proposal to all requirements and questions as directed.

2.3.8 The Proposal must include **all** elements per Section 5 – Proposal Checklist

2.4 Submittal Instructions for Proposals

2.4.1 Electronic Submittal

UNTS may accept electronic Proposal submission and is requesting Proposals electronically via the following website: <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS>

- In order to submit proposals electronically, Proposer must have a working, registered vendor username and password to login. If this is the first time Proposer has attempted to submit a response electronically, please register at:
<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS>
- Proposers are highly encouraged to ensure you have a working login in advance of the submission deadline.
- Proposer is responsible for ensuring it has the technical capability to submit its proposal via electronic submission.
- Browser requirements: Chrome
- **Proposer shall be solely responsible for ensuring timely submission of the Proposal.**
UNTS is not responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. **Proposers are highly encouraged to prepare and allow for sufficient time to familiarize themselves with the electronic submission requirements and to address any technical or data issues PRIOR to the Proposal due date and time.**

2.5 HUB Subcontracting Plan (“HSP”)

UNTS has determined that there are no subcontracting opportunities in the performance of the Scope of Work of this Solicitation. Since UNTS has determined there are no subcontracting opportunities, the Proposer is not required to submit an HSP with the Solicitation response. However, if the Proposer discovers opportunities to subcontract and the resulting Contract is anticipated to exceed \$100,000.00 over its entire life, including all renewals and/or extensions, the Proposer must submit a completed HSP at the time of the Proposal submission. The Proposer must include a completed HSP even if the Proposer intends to self-perform. The required supporting documentation (e.g. proof of Good Faith Effort) must be submitted with the HSP.

2.6 Right to Modify, Rescind, or Revoke the RFQ

UNTS reserves the right to modify, revoke, or cancel this RFQ in whole or in part at any time prior to the date on which UNTS executes a Contract with the selected Proposer(s).

UNT reserves the sole and absolute discretion to award any combination of services to any combination of respondents, as deemed in the best interest of the University. The University may choose to award all services to a single respondent or distribute services among multiple respondents based on the evaluation of proposals and other relevant factors.

This reservation includes, but is not limited to, the following scenarios:

1. Awarding all services to a single respondent, if it is determined to be the most advantageous option for the University.
2. Awarding different services to different respondents based on their demonstrated expertise, capabilities, and proposed solutions.
3. Awarding services based on cost-effectiveness, quality, or other evaluation criteria as specified in this RFQ.

The University retains the right to negotiate and enter into separate contracts with selected respondents or to combine services and respondents as necessary to achieve the objectives outlined in this RFQ. The

decision of the University in this regard will be final and is not subject to challenge or appeal.

Respondents are encouraged to provide clear and detailed proposals that outline their capabilities and willingness to collaborate with other potential service providers if required. Additionally, respondents are expected to clearly indicate their preferences regarding the combination of services they are interested in providing, if any.

By submitting a response to this RFQ, respondents acknowledge and accept the University's right to award services in any combination to achieve the best overall value and service quality.

The University reserves the right to seek clarification or further information from respondents as needed during the evaluation process. The University will inform all respondents of its final decisions in writing, in accordance with the timelines outlined in this RFQ.

This reservation of rights is intended to promote competition, encourage innovation, and ensure that the University can select the most advantageous combination of services to meet its specific needs and objectives.

2.7 Signature and Certification of Proposer

The Proposal must be signed and dated by a representative of the Proposer who is legally authorized to bind the Proposer to the terms and conditions contained in this RFQ and who can ensure compliance with the submitted Proposal. Each Proposer submitting a Proposal certifies to both (a) the completeness and accuracy of the information provided in the Proposal and (b) the authority of the individual whose signature appears on the Affirmation and Conflict of Interest to bind the Proposer. Proposals submitted without the required signature may be disqualified.

2.8 Compliance with Applicable Laws, Regulations, Ordinances, UNTS System *Regents' Rules*, and UNTS Operating Policies and Procedures

By submitting a Proposal, the Proposer agrees to and shall comply with all applicable local, state, and federal laws and regulations, as well as with all applicable Operating Policies and Procedures of UNTS.

2.9 Compliance with RFQ Requirements

By submitting a Proposal and by signing the Affirmation and Conflict of Interest, the Proposer agrees to be bound by the requirements set forth in this RFQ, UNTS' General Terms and Conditions contained in the RFQ, all of which will be incorporated into and be made a part of any Contract awarded by UNTS. If the Proposer takes exception to any of the terms or cannot agree to be bound by all terms, UNTS, at its sole discretion, may disqualify the Proposal from consideration. Refer to Attachment A.

2.10 Right of Rejection

A Proposal consisting of only alternate Goods or Services (i.e., a Proposal that offers Goods or Services different from those requested by this RFQ and is not otherwise invited) may be considered non-responsive by UNTS and is subject to rejection. UNTS shall reject a Proposal if the financial Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other potential Proposer. Regardless of the time of detection, UNTS shall consider any of the foregoing prohibited actions to be grounds for Proposal rejection or Contract termination and may result in debarment of the Contractor from future UNTS Solicitations.

2.11 Binding Effect of Proposal

Each Proposer agrees to and shall be bound by the information and documentation provided with the Proposal, including prices quoted for Goods or Services. Proposals are to be valid for UNTS acceptance for a minimum of one hundred and eighty (180) days from the submittal deadline date to allow time for evaluation, selection, negotiations, and any unforeseen delays. Proposals, if accepted, shall remain valid for the duration of the Contract.

2.12 Use and Disclosure of Information

Proposers acknowledge that UNTS is an agency of the State of Texas and is therefore required to comply with the [Texas Public Information Act Texas Government Code Chapter 552](#). If a Proposal includes proprietary data, trade secrets, or information the Proposer wishes to except from public disclosure, then

the Proposer must specifically label such data, secrets, or information as follows: "PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION." To the extent permitted by law, information labeled by the Proposer as proprietary will be used by UNTS only for purposes related to or arising out of the (a) evaluation of Proposals, (b) selection of a Proposer or Proposers pursuant to the RFQ process, and (c) Negotiation and execution of a Contract, if any, with the Proposer(s) selected.

If the Proposer marks the entire Proposal or substantive portions of the Proposal as confidential, UNTS in its sole discretion may declare the Proposal non-responsive and reject it.

By submitting a Proposal, the Proposer hereby grants a limited license to reproduce the Proposal to conduct an evaluation and to comply with any legal requirement including but not limited to the Texas Public Information Act and Texas Legislative Budget Board requirements.

UNTS reserves the right to contact references or contact names listed in the Proposal and shall be free from any liability to Proposer for conducting such an inquiry.

2.13 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, Education Code). Other Texas institutions of higher education, local and county governments, independent school districts, and State of Texas agencies may also elect to enter a contract with the successful Proposer under this solicitation. The proposer should also note that UNTS may procure Goods or Services for itself or on behalf of any UNTS component institution. The Proposer should evaluate whether any Contract resulting from this RFQ is suitable for the needs of UNTS and its component institutions (as defined in Paragraph 1.4 and including any institution(s) that joins UNTS during the term of the Contract). By submitting its Proposal in response to this solicitation, Proposer should consider proposing pricing and other commercial terms that take into account higher volumes and other expanded best value opportunities that could result from the eventual inclusion of UNTS, its other component institutions, and other institutions, governments, and State agencies in the Goods or Services requested in this solicitation.

2.14 Reserved for Future Use

2.15 Withdrawal or Modification

No Proposal may be changed, amended, or modified after it has been submitted or filed in response to this Solicitation, except for obvious errors or as part of the Negotiation process. However, a Proposal may be withdrawn and resubmitted any time prior to the time set for receipt of Proposals. Modifications will be allowed in the electronic website until the deadline for Proposal submittals. No Proposal may be withdrawn after the submittal deadline without approval by UNTS, which shall be based on Proposer's submittal in writing of a reason acceptable to UNTS.

2.16 Risk of Loss, Damage, or Delay

Proposer acknowledges and agrees to release and hold harmless UNTS, its campus components, Board of Regents, officers, employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorneys' fees, arising out of or pursuant to a failure to successfully submit or deliver the Proposal to the Procurement Office at UNTS, as detailed in this solicitation.

2.17 Digital Signature

The Proposer may opt to sign the document digitally. To be approved by UNTS, a signature software platform must: (1) be compliant with the [ESIGN Act of 2000](#) and the [Electronic Transaction Act](#) (UETA), (2) must utilize signatory accounts that authenticate users by password, and (3) produce a time stamp for the digital signature. The following three are specifically approved: Adobe Echosign, DocuSign, and Verisign.

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SECTION 3
PROPOSAL CONTENTS/DETAILS

3. Scope of Work

3.1. Objectives

The primary objective of this Request for Quotation (RFQ) is to identify off-the-shelf Software as a Service (SaaS) solution that aligns with the operational, academic, and administrative needs of UNTS. The initiative supports our strategic goal of modernizing systems and improving user experience. Proposed solutions must be based on an existing, fully supported SaaS platform. Custom-built functionality or significant modifications to the base product are outside the scope of this procurement. Only SaaS solutions that are delivered as standard, non-customized offerings will be considered. Configuration options within the standard product are acceptable; custom code development is not.

3.2. Project Details

3.2.1. Respondents should be providers of established SaaS platforms or applications that are:

- Commercially available, off-the-shelf solutions (not custom development shops or platforms still in beta).
- Hosted in the cloud (multi-tenant or single-tenant architecture).
- Widely used within higher education for administrative, academic, student services, research, or business support functions.

3.2.2. Solutions categories may include, but are not limited to:

1. Financial and administrative platforms (e.g., budgeting, procurement, travel)
2. Student success and advising systems
3. Research administration platforms
4. HR and payroll systems
5. Facilities or space management
6. Learning tools or instructional technologies
7. Other enterprise SaaS offerings supporting higher education operations

When applicable, end-users may request the following value-added services or add-ons:

- Implementation services
- Training
- Data migration
- Ability to integrate with existing software solution(s) specified by the end-user

Please specify any additional value-added services or add-ons not included above in your response.

3.2.3. Nature of Solicitation and Future Engagements

This RFQ is being issued strictly for the purpose of qualifying vendors. It is not a solicitation for bids or proposals for any specific project or procurement, and no direct purchasing commitments, orders, or contractual obligations will result from this RFQ alone.

Vendors selected through this RFQ process will be considered prequalified providers, eligible to receive future informal pricing requests for SaaS products and related services. These informal solicitations will be issued by the University of North Texas System (UNT) on an as-needed basis, typically aligned with an upcoming project, implementation, or institutional requirement.

Key points include:

- No guarantee of work or revenue is implied by inclusion in the qualified vendor pool.
- Informal pricing requests may be sent to one or more prequalified providers, depending on the nature of the need, timing, and required capabilities.
- UNTS retains sole discretion in determining which prequalified vendors will be solicited for each individual engagement.
- Individual engagements may be initiated through purchase orders, work orders, or separate contract agreements, and shall follow the procurement rules in effect at the time of execution.
- The scope, pricing, terms, and deliverables for each specific engagement will be negotiated and finalized during the informal solicitation process.

UNT is committed to maintaining flexibility in how it sources SaaS products and services, and this RFQ is intended to streamline future procurement efforts by establishing a vetted pool of capable providers.

3.3. Mandatory Requirements/Conditions:

3.3.1. All platforms must comply with relevant security, accessibility, and data protection standards applicable to Texas state agencies and public universities.

3.3.2. Complete Section 3.11 – *Proposer Questionnaire*

3.3.5.1 Proposer Must Respond to All Questionnaire Items **3.3.5.2** UNTS prefers that all Questionnaire items are addressed in a designated Questionnaire Response section of the Proposal in the order presented in the Questionnaire

3.3.5.3 Any response not appearing in a designated Questionnaire Response section in the Proposal must have a clear and precise reference to its location elsewhere in the Proposal. (ex. Provide a resume for each of the proposed key personnel highlighting relevant past experience. Resumes appear in Appendix A of this Proposal.)

3.4. Information Requested from Respondents

3.4.1. Company Overview

- Legal business name, headquarters, and primary contact information
- Year founded and number of employees
- Ownership structure (public, private, subsidiary, etc.)
- Brief company history and mission
- Description of service model (e.g., subscription licensing, user-based pricing)

3.4.2. Product and Services Catalog

- List of SaaS products currently offered
- Indicate the category of SaaS product(s) (see 3.2.2.)
- Short description and primary use case for each
- Indicate which are most commonly used by higher education clients
- Indicate whether products are modular or integrated

3.4.3. Higher Education Experience

- Summary of work with public or private colleges and universities
- At least three (3) examples of higher education customers (name, scope, and year implemented)
- References and contact information (optional at this stage)

3.4.4. Security and Risk Compliance

- Current FedRAMP, StateRAMP, or TX-RAMP certification status for each product
- SOC 2 or other audit reports (if applicable)
- Description of data encryption, breach notification practices, and user access controls
- Information on subcontractors or third-party hosting partners

3.4.5. Accessibility Compliance

- Statement of accessibility policy and approach
- Description of how the company ensures compliance with Section 508, WCAG 2.1 AA, or other federal accessibility standards
- Link to current Voluntary Product Accessibility Template (VPAT) or equivalent accessibility documentation

3.4.6. Additional Information (Optional but Encouraged)

- Links to product demos or sandbox environments
- Support and training resources available
- Roadmap for future enhancements or major updates
- Participation in cooperative contracts or public purchasing vehicles

3.5. Academic Initiatives and Other Incentives

The Purpose of the UNTS is to transform lives and create economic opportunity through education, where our caring and creative community empowers our students to thrive in a rapidly changing world. We also create solutions for a healthier and stronger community throughout the North Texas region and beyond.

UNT'S intent is to create business relationships that extend beyond the mere transactional and form true strategic partnerships with our suppliers to assist with meeting our stated purpose. Therefore, in this section of the Proposal, we are asking Proposers to use their creativity in offering ways how they might partner with us to reach our goals.

The following is a potential, but not exclusive list of possible ways the respondent may extend our relationship to be more strategic in nature to meet this criteria:

- Promotional Marketing
- Tiered Pricing
- Tiered or flat rebates
- HUB utilization

- Faculty or staff engagement/education
- Student Internships
- Employment of our graduates
- Granting “exclusive provider” or “preferred supplier” status
- Value Beyond Cost (terms important to the department/campus stakeholders)
- “...any other relevant factor that a private business entity would consider...”

Any response to this element of the request should be in strict adherence with State of Texas guidelines in regard to Conflict of Interest and Nepotism.

3.6. Timeline

UNTS seeks the Proposer's insights and expertise in creating a recommendation for its implementation approach and phasing relative to the scope of functionality and technology being implemented. Proposers should clearly and succinctly describe their relevant implementation support services (i.e., services provided during the implementation activities prior to go live and post-go live). Implementation services should include, but not be limited to business change management, communications program development and execution, stakeholder engagement, and management and cultural change management. Proposers should provide a comprehensive implementation approach with stakeholder engagement throughout the implementation which addresses specific issues related to UNTS's multiple and diverse stakeholder environment. The proposed implementation plan should align with the targeted go live date provided by the requestor.

3.7. Prime Contractor Responsibilities

Reserved.

3.8. Quality Measures

Reserved.

3.9. Compensation and Fees

Provide a detailed compensation schedule for the Goods provided or Services to be performed in response to this RFQ. Proposed pricing will apply to every UNTS department requesting Goods or Services and cannot be limited to select departments. Proposer(s) shall submit a schedule that clearly details the various compensation amounts and fees that will apply if the Proposer is awarded a Contract with UNTS. UNTS will not be obligated to compensate for any amounts that are not provided in the schedule or not included in the fully executed Contract.

3.9.1. Contract Pricing: Contract prices for Goods or Services will remain firm for the duration of the contract.

3.10. Reserved for Future Use

3.11. Proposer's Questionnaire

The Proposer recognizes that in selecting a Proposer, UNTS will rely in part on the answers provided in response to the Proposer's questionnaire.

3.11.1. Proposer must certify that, upon request by UNTS, the Proposer shall provide balance sheets or financial statements for the past two (2) fiscal years. UNTS may consider the Proposer's financial capacity to provide the requested Goods or Services.

3.11.2. Provide a detailed description of similar Services completed or Goods sold within the past five (5) years. Include a description of Services provided or Goods sold, budget and timeline performance, and key personnel involved.

3.11.3. Provide any details of all pending arbitration/mediation, litigation, or claims filed against the Proposer in the past five (5) years.

3.11.4. Is the Proposer (including any parent companies) currently for sale or involved in any transaction to acquire other business entities or to become acquired by another business entity? If yes, please explain the impact.

3.11.5. Is the Proposer (including any parent companies) currently in default on any financial instrument or contract? If yes, specify date(s), details, circumstances, and prospects for resolution.

3.11.6. Were any addenda published for this solicitation? If yes, list by number. (ex. Addendum 1, Addendum 2, and Addendum 3)

3.11.7. Is the Proposer unable to agree to any of the General Terms and Conditions, the RFQ, or Addenda? If the Proposer takes exception to any of the above-mentioned documents, the Proposer must submit those exceptions as part of its Proposal. The Proposer's exceptions will be reviewed by UNTS and may result in disqualification of the Proposal if found in violation of any statutory requirements, UNTS Operating Policies and Procedures, or not in the best interest of UNTS. If Proposer's exceptions do not result in disqualification of the Proposal, then UNTS may consider Proposer's exceptions for incorporation into any resulting Contract.

3.12. Alternate Proposals

3.12.1. Reserved.

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SECTION 4

EVALUATION CRITERIA FOR AWARD

4.1 Evaluation Process

UNTS will utilize a Proposal Evaluation Team for the evaluation of this RFQ. The Contract will be awarded based on the Proposal judged to be in the best value to UNTS, and the judgment in this regard shall be considered final.

Under §51.9335 of the Texas Education Code in determining what is the Best Value to an institution of higher education, UNTS may consider:

1. The purchase price;
2. The reputation of the vendor and of the vendor's goods or services;
3. The quality of the vendor's goods or services;
4. The extent to which the goods or services meet the institution's needs;
5. The vendor's past relationship with the institution;
6. The impact on the ability of the institution to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities;
7. The total long-term cost to the institution of acquiring the vendor's goods or services;
8. Any other relevant factor that a private business entity would consider in selecting a vendor; and
9. The use of material in construction or repair to real property that is not proprietary to a single vendor unless the institution provides written justification in the request for bids for use of the unique material specified.

In addition to the best value criteria listed above, UNTS will consider Academic Initiatives and other Incentives (Paragraph 3.5)

4.2 Proposer's Acceptance of Evaluation Methodology

Submission of a Proposal indicates Proposer's acceptance of the evaluation method and Proposer's recognition that some subjective judgments must be made by UNTS during the scoring of evaluation criteria.

4.3 Evaluation Criteria

Each Proposal shall be evaluated on the ability to meet UNTS' requirements and to provide the Best Value to UNTS. The evaluation will be based on the following:

- Experience and qualifications of the Proposer
- Relevant experience
- Academic Initiatives
- Value added options

4.4 Consideration of Additional Information

Consideration may also be given to any additional written information and comments that may serve to clarify the Proposal information to UNTS.

4.5 Oral Presentations and Interviews

Upon completion of the initial review and evaluation of the Proposals submitted, selected Proposers may be invited to participate in oral presentations. Oral presentations and interviews are an option of the Proposal Evaluation Team and may or may not be conducted; therefore, Proposals must be complete when submitted.

4.6 Reserved for Future Use

4.7 Negotiation

After opening, an Award may be made on the basis of the Proposals initially submitted, without discussion, clarification, or modification, or on the basis of Negotiation with any of the Proposers or, at UNTS' sole option and discretion, UNTS may discuss or negotiate all elements of the Proposal with selected Proposers representing a competitive range. For purposes of Negotiation, a competitive range of acceptable or potentially acceptable Proposals may be established comprising the highest rated Proposals based on the evaluation criteria.

4.8 Reserved for Future Use

4.9 Protest Procedures

Any actual or prospective Proposer or Contractor who believes he or she has been aggrieved in connection with the Solicitation, Evaluation, or Award of a Contract may formally protest to the Chief Procurement Officer.

4.10 Contract Documents

The Contract mutually agreed upon by the parties shall consist of a written Purchase or Service Agreement (as applicable) that includes UNTS Terms and Conditions. Refer to Attachment A.

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SECTION 5
PROPOSER'S SUBMITTAL CHECKLIST

The Proposal must contain all the following components *in the following order*:

- Cover Sheet
 - Proposer's Name
 - Address
 - RFQ Name
 - RFQ Number
 - Primary and Secondary Contact Information for this RFQ including names, titles, email addresses, and telephone numbers)
- Table of Contents containing sufficient detail to facilitate easy reference to the sections of the Proposal.
- Background of the Proposer
- Proposer's response to the Scope of Work
- Proposer's responses to the Proposers Questionnaire (Section 3.11)
- Schedule of costs and fees
- Evidence of insurability and bonding capacity (if applicable)
- Resume for each key personnel assigned to the resulting Contract
- Documentation supporting Proposer's qualifications including applicable licensing, professional certifications, HUB certification, etc.
- Provide three (3) relevant, professional references (key contact names, titles, email, and telephone numbers) that have direct knowledge of your ability to provide Goods or Services outlined in this RFQ
- HSP (if required per Paragraph 2.5)
- Signed Affirmation and Conflict of Interest Disclosure. (Section 7)
- Proposal must comply with Paragraph 2.3 – Proposal Requirements

SECTION 6

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are substantially similar to those contained in any resulting Contract arising out of this solicitation.

6.1 Publicity

Contractor agrees that it will not publicize the Contract or disclose, confirm, or deny any details thereof to third parties and will not use UNTS' name or protected marks without the prior express written approval of UNTS.

6.2 Independent Contractor Status

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

6.3 Subcontractors

Contractors who subcontract all or a portion of the Scope of Work must have identified all proposed Subcontractors to UNTS in their submitted Proposals. Contractor will not delegate any of its duties or responsibilities under the Contract to any Subcontractor, except as expressly provided for in the Contract documents. Subcontractors providing Goods or Services under the Contract must meet the same requirements and level of experience required of the Contractor. The utilization of any Subcontractor for providing Goods or Services under the Contract will not relieve the Contractor of the responsibility for ensuring the requested Goods or Services are provided. All Subcontractors are subject to the Affirmation and Conflict of Information acknowledgements and disclosures as set forth in the RFQ.

6.4 Insurance Requirements

If this Agreement requires the presence on the University's premises of Contractor's employees, agents, suppliers or permitted subcontractors (if any), Contractor agrees to maintain and to cause its agents, suppliers and permitted subcontractors (if any) to maintain the following insurance coverages for at least the specified limits:

- (a) Workers' Compensation: Statutory Limits
- (b) Employer's Liability \$1,000,000 per accident and employee
- (c) Commercial General Liability (including contractual liability): \$1,000,000 per occurrence, \$2,000,000 aggregate
- (d) Product/Completed Ops: \$1,000,000 aggregate
- (e) Auto Liability: \$1,000,000 combined single limit. All policies (except Workers' Compensation) shall name the University as an Additional Insured.

All policies (except Workers' Compensation) shall name the University as an Additional Insured. All policies must be written on a primary basis; non-contributory with any other insurance coverage and/or self-insurance carried by the University. A Waiver of Subrogation Clause in favor of the University and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements shall be provided to the University prior to commencement of any services under this contract.

6.5 Acceptance of Goods and Services

All goods shall be received subject to the University's right of inspection and rejection. Defective goods or goods not in accordance with the University's specifications will be held for Contractor's instruction at Contractor's risk and, if Contractor so directs, will be returned at Contractor's expense. If inspection discloses that part of the goods received are not in accordance with the University's specifications, the University shall have the right to cancel any unshipped portion. Payment for goods prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that the University may have against the Contractor.

6.6 Warranties

The Contractor warrants and implies that Goods delivered to UNTS under the Contract are merchantable and fit for use for the particular purpose set forth in the Contract. The Contractor warrants that Services furnished under the Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. UNTS may provide the Contractor with notice of any defect or nonconformance on or before the time period set forth in the Contract. The Contractor will correct or re-perform, at no cost to UNTS, any Service that does not conform to the requirements of the Contract.

6.7 Infringement of Patents and Copyrights

Contractor agrees that all writings or other materials produced by Contractor, its employees or agents relating to the work under this contract shall be deemed "works made for hire" as that term is defined in the U.S. Copyright Act, that all rights thereto shall be owned by the University, and that Contractor shall not assert any claim thereto. In the event works are not considered "works made for hire" as that term is defined in the U.S. Copyright Act, the Contractor assigns any and all intellectual property rights, including but not limited to copyrights to any such works, and Vendor agrees to execute any necessary documentation to effect this assignment.

6.8 Taxes

6.8.1 UNTS, as an agency of the State of Texas, qualifies for exemption from state and local sales and use taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act in accordance with §151.309, Texas Tax Code, and Title 34 Texas Administrative Code §3.322. The Contractor may claim exemption from payment of applicable state taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

6.8.2 The Contractor shall collect and pay all taxes imposed upon the sale of items included in the Contract, as required by federal, state or local law. The Contractor shall be responsible for and pay all social security, unemployment insurance, old age retirement, and other federal and state taxes that are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor.

6.9 Access by Individuals with Disabilities

Contractor will address all applicable technical standards (1 TAC 206, and I TAC 213) by completing a Voluntary Product Accessibility Template ("VPAT") attesting to any electronic and information resource's ("EIR") accessible features and capabilities or provide a similarly formatted document as the VPAT attesting to the EIR's accessible features and capabilities. UNTS reserves the right to perform testing on the Contractor's deliverables to ensure the accuracy of their VPAT response regarding conformance with the 1TAC 206/1TAC 213 technical standards.

6.10 Federal Funding

The Contract may be funded wholly or partially with federal funds. The Proposer will comply with all applicable provisions of federal law. UNTS utilizes 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the U.S. General Services Administration for all federal guidelines.

6.11 Time of Performance

6.11.1 Time is of the essence in providing Goods or Services under a Contract. Contractor agrees to perform all obligations and provide Goods or Services on the schedules set forth in this RFQ or as agreed upon in written Contract. UNTS will have no obligation to accept late performance by the

Contractor.

- 6.11.2 In the event of default by Contractor in the performance of any obligation hereunder, including, but not limited to, time of delivery and/or completion, or in the event it becomes apparent that delivery or completion cannot be accomplished within the time specified, the University may, in addition to its other rights or remedies, cancel this Agreement without penalty and/or liability, except for goods previously received and accepted, charging Contractor for losses and damages sustained by reason of such delay or failure when not caused by an event of force majeure.

6.12 Termination

University may terminate this Agreement at any time upon 60 days prior notice. Either party has the right to terminate this Agreement if the other party is in default of any obligation hereunder. Contractor shall be entitled to compensation for services rendered through the effective date of termination.

6.13 Contract Amendments

No Amendment to any awarded Contract shall become valid unless agreed to by UNTS in writing and signed by both parties. All correspondence regarding Amendments to a Contract must be forwarded to the UNTS Procurement Services Department for prior review and approval. Only the Chief Procurement Officer or his or her designee will be authorized to process changes or Amendments. All Amendments must be signed by the same person who signed the original Contract, their successor, or a person with equivalent signatory authority.

6.14 Retention of Documents

The Contractor will maintain records generated pursuant to the Contract for the full term of the Contract plus a period of at least two (2) years after expiration or termination of the Contract.

6.15 Right to Audit

Pursuant to Section 2262.154, Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

6.16 Confidentiality

Contractor agrees that Contractor, its officers, employees and agents will not disclose any University information, data, or other materials relating to the services performed under this Agreement without the express permission of an authorized University officer. Such obligations shall not, however, extend to any materials which were in the possession of Contractor prior to this Agreement, are generally available to the public by publication or hereafter become generally available to the public by publication or otherwise through no action of Contractor, or are required to be disclosed by law.

6.17 Severability

The provisions of this Agreement are separate and divisible, and if any court shall determine any provision of this Agreement is void and/or unenforceable, the remaining provision or provisions shall remain.

6.18 Non-Waiver of Defaults

No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

6.19 Assignment

Contractor may not assign, transfer, or subcontract this Agreement or any rights or obligations hereunder without the University's written consent. Any purported assignment, transfer or subcontract shall be void and ineffective.

6.20 Not Exclusive

Contractor acknowledges and agrees that the Contract with UNTS is non-exclusive and UNTS has the right to engage with other contractors for similar or identical scopes of work, and to purchase similar or identical Services from other contractors. Any term or provision in the Contractor Terms indicating the Contract is exclusive is expressly rejected and is null and void.

6.21 Texas Public Information Act

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

6.22 Disclosure of Interested Parties

As applicable and pursuant to Texas Government Code §2252.908, the Contractor must complete online Form 1295 for certification and filing with the Texas Ethics Commission no later than thirty (30) days after the effective date of the Contract.

6.23 State Law Verifications

If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2276.002, Vendor hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.

6.29 Executive Order No. GA-48 (2024)

Pursuant to Texas Governor's Executive Order No. GA-48 (2024), Contractor hereby represents, certifies, and warrants that Contractor and Contractor's holding companies and subsidiaries (1) are not listed in Section 889 of the 2019 National Defense Authorization Act nor in Section 1260H of the 2021 National Defense Authorization Act and (2) are not owned nor controlled by the government of a country, including any governing or regulatory body, that is identified on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

6.30 Trafficking of Persons.

Under §2155.0061, Texas Government Code, the Contractor certifies that the individual or business entity named in the bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

6.31 Registration of Sex Offenders

All sex offenders required to register with local law enforcement authorities under §62.151 of the Texas Code Of Criminal Procedure who intend to provide Services on any campus of UNTS for a consecutive period exceeding fourteen (14) days or for an aggregate period exceeding thirty (30) days in a calendar year are required to register with UNTS within seven (7) days of beginning work on any campus of UNTS. In addition, such sex offenders are required to notify UNTS within seven (7) days of terminating Services on any campus. Therefore, if employees or agents of Contractors and Subcontractors will be performing Services on any UNTS campus, it is the Contractor's responsibility to comply with this requirement.

6.32 Indemnification

Contractor agrees to indemnify and hold harmless the University, its Regents, employees, and agents from any claim, damage, liability, injury, expense or loss (including attorney's fees) arising out of Contractor's performance, direct or indirect, under this Agreement. Indemnification shall survive termination. In addition, Contractor warrants the material purchased hereunder does not infringe any letters patent granted by the United States and Contractor shall defend, indemnify and hold harmless the University, its Regents, employees and agents from and against all claims arising from infringement or alleged infringement of any patent, copyright, trademark or other intellectual property rights of a third party arising out of, in connection with or resulting from this Agreement or the goods and/or services provided under this Agreement.

6.33 Governing Law and Venue

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

6.34 Dispute Resolution

Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

6.35 Emergency Health and Safety Procedures.

In the event of pandemic, epidemic, viral outbreak, health crisis, or other emergency ("Emergency"), UNTS may, at its sole discretion, implement new or modified health and safety procedures in order to protect the health and safety of the UNTS community. In the event of Emergency, Contractor agrees to adhere to all such procedures and related directives from UNTS, including the COVID-19 Emergency Health and Safety Procedures, when entering onto and performing services on UNTS' campus.

6.36 Force Majeure

Neither party shall be liable for delay in the performance of its obligations and responsibilities due to causes beyond its control, such as, but not limited to, war, embargo, national emergency, insurrection or riots, pandemic or epidemic, acts of the public enemy, fire, flood, or other natural disaster, provided that said party has taken reasonable measures to notify the other, in writing, of the delay. Failure of subcontractors and the inability to obtain materials shall not be considered as an excusable delay. If due to such cause, Contractor should be unable to meet all of its delivery commitments for items ordered hereunder as they become due, Contractor shall not discriminate against the University or in favor of any other customer in making deliveries of such items. However, if the University believes that the delay or anticipated delay in Contractor's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operation, the University may, at its option and without liability to Contractor, cancel outstanding deliveries hereunder wholly or in part.

6.37 Prohibited Bids and Contracts.

Contractor acknowledges that in accordance with Texas Government Code §2155.004(a), UNTS may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation for participation in the preparation of the specifications or request for proposals on which the bid or contract is based.

6.38 Applicable Laws and Regulations

Contractor's performance under the Contract. Contractor also agrees that pursuant to Texas Education Code §51.9335(h), in any Contract for the acquisition of Goods or Services to which UNTS is a party, any provision required by applicable law to be included in the Contract is considered to be part of the Contract

whether or not the provision appears on the face of the Contract or if the Contract contains any provision to the contrary.

6.39 Invoicing and Payment

- 6.39.1 Contractor(s) shall submit invoices by email to UNTS Accounts Payable at Invoices@UNTSystem.edu.
- 6.39.2 Invoices will be paid NET Thirty (30) days in compliance with Texas laws. All invoices must reference a valid UNTS Purchase Order or the invoice will be returned as non-compliant. No commitment for Goods or Services shall be placed without a valid UNTS Purchase Order.
- 6.39.3 Contractor(s) may submit a Proposal for a prompt payment discount.
- 6.39.4 UNTS only processes electronic payment. Awarded vendor must agree to receive payment in one of the following forms chosen by the Proposer:
 - 6.39.4.1 Automated Clearing House ("ACH") transaction
 - 6.39.4.2 Single Use Account ("SUA") card (JP Morgan)
 - 6.39.4.3 Purchasing Credit Card
- 6.39.5 In the event UNTS is making payment on funds appropriated by the State of Texas, payment may be made NET thirty (30) as required by law. UNTS will submit an electronic check remittance to the email address on record for all ACH and SUA payments.

6.40 FERPA

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

6.41 Property Rights

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

6.42 Public Information

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

6.43 Required Posting of Contracts on Website

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

6.44 EDGAR Requirements

Federal Requirements for Cooperative Use by K-12 and Other Entities

In accordance with 2 CFR §200.317–§200.327 and Appendix II to 2 CFR Part 200, the following provisions apply to all contracts supported by federal funds, including those "piggybacked" by K-12 institutions or other public/non-profit entities leveraging this procurement through Edge Public:

- **Equal Employment Opportunity** (41 CFR Part 60): Contractor agrees to comply with Executive Order 11246, as amended.
- **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3702–3704): Applies to contracts over \$100,000.
- **Clean Air Act and Federal Water Pollution Control Act** (over \$150,000): Contractor must comply with 42 U.S.C. 7401 et seq. and 33 U.S.C. 1251 et seq.
- **Debarment and Suspension** (2 CFR 180 & 200): Contractor certifies it is not suspended or debarred from federal contracting.

- **Byrd Anti-Lobbying Amendment:** Contractors receiving awards over \$100,000 must certify that no federal funds have been used for lobbying.
- **Rights to Inventions** (if applicable): Contractor agrees to comply with 37 CFR Part 401.
- **Procurement of Recovered Materials** (if applicable): Comply with 2 CFR §200.323.

The Contractor agrees to provide all certifications and disclosures as required under EDGAR and to cooperate with any reasonable request to validate compliance in support of federal grant-funded procurements. These requirements shall be flowed down to any subcontractors performing under this contract.

The University and/or Edge Public may request vendors to complete a supplemental EDGAR Compliance Certification form prior to onboarding for cooperative use.

SECTION 7
AFFIRMATION AND CONFLICT OF INTEREST DISCLOSURE

Signing this Proposal with a false statement shall void the submitted Proposal or any resulting Contracts, and the Proposer may be reported to the Texas Comptroller for Public Accounts for disbarment. Accordingly, Proposer certifies that to the best of its knowledge, all Responses are true, correct, and complete. By signature hereon affixed, the Proposer hereby certifies to the following:

- 7.1** If Contractor is a taxable entity as defined by [Chapter 171, Texas Tax Code](#) ("Chapter 171"), then Contractor certifies that it is not delinquent in the payment of any taxes due under Chapter 171, is exempt from the payment of those taxes, or is an out-of-state taxable entity that is not subject to those taxes.
- 7.2** Pursuant to [Texas Family Code §231.006](#), Contractor certifies it is not ineligible to receive the award of the Contract or payments under the Contract and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.
- 7.3** **Reserved for Future Use**
- 7.4** The Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, compensation, gift, loan, gratuity, special discount, trip, favor, or service to any officer or employee of UNTS in connection with the submitted Proposal or resulting Contract.
- 7.5** The Proposer has not received compensation for participation in the preparation of the Specifications for this RFQ.
- 7.6** Neither the Proposer nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in [§15.01, et seq., Texas Business and Commerce Code](#), or the Federal Antitrust Laws, nor communicated directly or indirectly its Proposal to any competitor or any other person engaged in such line of business.
- 7.7** The Proposer and any principals of the Proposer are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of Contracts by any federal agency, and have not within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government Contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of these offenses.
- 7.8** It's understanding that under [§2155.006\(b\) of the Texas Government Code](#), UNTS may not accept a Proposal or award a Contract, including a Contract for which purchasing authority is delegated, that includes a proposed financial participation by a person who, during the five (5) year period preceding the date of the Proposal or award, has been: (i) convicted of violating a federal law in connection with a Contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by [§39.459, Utilities Code](#), Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (ii) assessed a penalty in a federal civil or administrative enforcement action in connection with a Contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricane Rita, as defined [§39.459, Utilities Code](#), Hurricane Katrina, or any other disaster occurring after September 24, 2005.
- 7.9** Proposer agrees to comply with [Texas Government Code §2155.4441](#), pertaining to service Contract use of products produced in the State of Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
- 7.10** To the extent this RFQ relates to a project as defined [Texas Government Code §2252.201\(5\)](#) (a project to construct, remodel, or alter a building, structure, or infrastructure; to supply material for such a project; or to finance, refinance, or provide funds for such a project), and no exemption in [Texas Government Code §2252.203](#) applies, any iron or steel product produced through a manufacturing process and used in the project that is the subject of this RFQ must be produced in the United States as defined in [Texas Government Code §2252.201\(4\)](#).
- 7.11** Proposer is in compliance with [§669.003 of the Texas Government Code](#), relating to contracting with executive head of a State agency. If [§669.003 of the Texas Government Code](#) applies, Proposer will complete the

following information in order for the Proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Proposer: _____

Date of Employment with Proposer: _____

- 7.12** The Proposal includes the name and Social Security Number of each person maintaining an ownership interest of twenty-five percent (25%) or more of the business entity submitting the Proposal. Contractors that have pre-registered this information on the Texas Comptroller's Centralized Master Bidders' List will be deemed to have satisfied this requirement.

NAME	SSN
_____	_____
_____	_____
_____	_____
_____	_____

- 7.13** Any resulting Contract is not prohibited under [Texas Government Code §2261.252\(b\)](#) and Proposer agrees that if Proposer's certification is or becomes untrue, the Contract is void, and the Proposer will not seek and waives its right to seek any legal or equitable remedy for past or future performance under the Contract, including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance; and injunctive relief.

7.14 Conflicts of Interest

- 7.14.1** No relationship, whether by blood, marriage, business association, capital funding Contract or by any other such kinship or connection to the second degree of consanguinity exists between any owner of the Proposer that is a sole proprietorship, the officers or directors of the Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint ventures 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 officer or employee of UNTS, on the other hand.

- 7.14.2** The Proposer, and any executives, managers, or employees of the Proposer have not been an employee of UNTS within the immediate twenty-four (24) months prior to the submittal deadline. If any previous employee of UNTS is employed by the Proposer, that information shall be submitted in the Proposal response.

- 7.14.3** No officer or employee of Proposer is in any dual employment positions with UNTS that would result in a conflict of interest or conflict of commitment in relation to the position at UNTS. If such circumstance arises, the officer or employee must remove himself or herself from the Procurement process and disclose the relationship to his or her direct supervisor. The supervisor is responsible for reviewing all Procurements of Goods and Services for any potential conflict of interest. As necessary, the supervisor shall consult with the UNTS Chief Procurement Officer. It is agreed that a UNTS department may not hire a Proposer to provide Goods or Services if a current UNTS officer or employee of such department is also employed by such Proposer; a current officer or employee of such department has a direct or indirect ownership interest in such Proposer; or the hiring of such Proposer would result in the furtherance of any private interest or gain for a current officer or employee of such UNTS department. If it is decided by UNTS that a dual employee may provide Goods or Services to UNTS, if classified as a sole proprietorship or an individual, payment to said employee will be made through the Payroll Services department as additional compensation.

- 7.14.4** Proposer will make all disclosures required under [Texas Government Code §2252.908](#) upon award of a Contract that has a value of at least \$1 million.

7.15 Conflict of Interest Affirmation:

By signing and submitting the Proposal, the Proposer confirms that it acknowledges compliance and has provided all relevant information required below.

- ☐ The Proposer represents and warrants that its provision of Goods or Services or other performance under the Contract will not constitute an actual or potential Conflict of Interest and represent and warrant that it will not reasonably create even the appearance of impropriety.
- ☐ Disclose any known current or former employees who are current or former employees of the Institution.

Former Employee Name

UNTS Department

- ☐ Disclose any actual or proposed personnel who are, or are related to, current or former employees of the Institution.

Actual or Proposed Personnel

Related Party

- ☐ The Proposer represents and warrants that it has not given and will not give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or employee or representative of the Institution in connection with the Solicitation or any resulting Contract.
- ☐ Neither the Proposer nor the Proposer's principals (including, but not limited to, an owner, proprietor, sole or majority shareholder, director, president, or managing partner) are debarred, suspended, or otherwise excluded from doing business with UNTS. UNTS may also verify that an entity or principals are not debarred, suspended or otherwise excluded to confirm that no Contracts are awarded, extended or renewed.

Proposer Information and Signature

UNTS will not enter into a Contract that requires Board of Regents' approval prior to execution.

All disclosures by Proposer will be subject to administrative review and approval before UNTS enters into a Contract with Proposer. Any false statements or violations of the conflict of interest policy discovered after execution of a Contract may result in immediate cancellation of the Contract in addition to a potential debarment of the Contractor from doing business with the State of Texas.

Proposer certifies that the individual signing this Proposal Response and the documents made a part of this Response is authorized to sign such documents on behalf of Proposer and to bind Proposer under any Contract that may result from the submission of a Proposal.

The Proposer may opt to sign the document digitally. To be approved by UNTS, a signature software platform must: (1) be compliant with the [ESIGN Act of 2000](#) and the [Electronic Transaction Act](#) (UETA), (2) must utilize signatory accounts that authenticate users by password, and (3) produce a time stamp for the digital signature. The following three are specifically approved: Adobe Echesign, DocuSign, and Verisign.

Payee Identification Number (PIN): _____

Sole Proprietor should also enter social security No.: _____

Contractor: _____

Name (Typed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

Signature: _____

Other Preferences as defined in [34 TAC §20.38](#) (check any that are applicable)

- ☐ Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
- ☐ Agricultural products produced or grown in TX
- ☐ Agricultural products and services offered by TX bidders
- ☐ USA produced supplies, materials, or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

Section 8

IT RELATED/SOFTWARE PROVISIONS

Cybersecurity Training. If Proposer has access to a University computer system or database, Proposer shall complete cybersecurity training and verify completion of the training program to University in accordance with Texas Gov't Code Section 2054.5192.

Cloud Computing State Risk and Authorization Management Program. If Proposer provides cloud computing services to University, as that term is defined in Texas Gov't Code Section 2157.007, Proposer represents and warrants that it complies with the requirements of the state risk and authorization management program, and Proposer agrees that throughout the term of the Agreement it shall maintain its certifications and comply with the program requirements in accordance with Texas Gov't Code Section 2054.0593(d)-(f).

Data Management and Security Controls. Service Provider agrees to safeguard University data according to all commercially reasonable administrative, physical, and technical standards, continually monitor its operations, and take any action necessary to assure University data is safeguarded in accordance with the terms of this Agreement. Service Provider further agrees to comply with the controls established in the [UNT System Information Security Handbook](#), as applicable, to ensure the confidentiality, integrity, and availability of the information or information processing provided, including providing evidence that information/data stored is recoverable and contingency plans are in place. In the event of a data breach due to Service Provider's breach of security obligations or other event requiring notification under applicable law, Service Provider agrees to comply with all notification requirements, and to indemnify and hold harmless and defend University against any claims or damages arising out of any breach of Service Provider's security obligations under this Agreement.

Accessibility. In accordance with Texas Gov't Code Chapter 2054, Subchapter M, and DIR implementing rules, the University must procure Electronic and Information Resources that comply with Accessibility Standards. Service Provider agrees to (1) deliver all tools, services, processes, or products in compliance with WCAG 2.1 Level AA Accessibility Standards; (2) upon request, provide the University with its accessibility testing results and written documentation verifying accessibility compliance with applicable federal and state laws regarding electronic and information resources accessibility requirements; and (3) promptly respond to and resolve accessibility complaints. If the University determines that Service Provider's tools, services, processes, or products are not in compliance with the Accessibility Standards then the University may elect to terminate the Agreement without liability to the University.

Access to Confidential Information. If the performance of the Agreement contemplates the sharing with, and/or storing of information by Proposer that is confidential, highly sensitive, and/or protected by law (the "Confidential Information"), Proposer shall comply with any and all applicable state and federal laws and University policies and procedures governing the use and/or safe-keeping of the Confidential Information, including but not limited to, the Family Educational Rights and Privacy Act, the Health Insurance Portability and Accountability Act, the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (collectively, "Privacy Laws").

University Rights in University Data. University retains all rights to, title to, and interest in University data, and Proposer's use and possession thereof is solely for University's behalf. The University may access and copy any University data in Proposer's possession at any time, and Proposer shall facilitate such access and copying in non-proprietary electronic form (e.g. CSV, XML) promptly after University's request. Upon termination of the Agreement or upon request by University, Proposer shall promptly return University data to University, and erase, destroy, or render unreadable all University data from Proposer's computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the termination of the Agreement or request by University.

De-identified Data. In demonstrating the services, or in publications, marketing materials, or presentations, Proposer may only demonstrate, publish, market, present, or use de-identified University data. Proposer will

ensure that all de-identified data released, even sequentially, does not inadvertently contain data that can be aggregated in such a manner as to reveal identities. No de-identified data may be shared without University's authorization or until Proposer ensures compliance with law.

Service Standard. The proposer will use commercially reasonable efforts to make the services available 24 x 7, year-round, excluding downtime for maintenance and emergencies. Proposer will provide access to online support materials and will respond to requests for reasonable technical assistance via chat during its standard support hours, excluding federal public holidays in the United States and other Proposer announced holidays. If University is not able to use the software for more than twenty-four (24) hours through no fault of its own, and University has paid in advance, then University shall be entitled to a credit equal to the amount paid by University on a pro-rata basis for the period of non-use or, if no credits are available or possible, then the term of the Agreement shall be extended automatically, at no cost to University for the number of days the software was not available to University.

SERVICE AGREEMENT

Effective Date: Upon date of last signature

University:

University Address:

Attn:

Contractor:

Contractor Address:

Attn:

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

Completion Date: Click or tap to enter a date.

Compensation: List detailed payment terms

RECITALS

This Professional Services Agreement ("Agreement") is made and entered into by University and Contractor as of the Effective Date.

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

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

AGREEMENT

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

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

3. Termination. University may terminate this Agreement at any time upon 10 days prior notice. Either party has the right to terminate this Agreement if the other party is in default of any obligation

hereunder. Contractor shall be entitled to compensation or services rendered through the effective date of termination.

4. Payment of Compensation. University shall pay the Compensation to Contractor in accordance with the payment terms set forth above, provided that, if no payment terms are specified payment shall be made in accordance with Chapter 2251 of the Texas Government Code. Contractor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Contractor agrees to receive payment in electronic form (Automated Clearing House (ACH), Single Use Account (SUA), or Purchasing Credit Card (PCard)), and payments will be made in accordance with law. All invoices must reference a valid UNT System purchase order, and invoices and any required supporting documents must be submitted to Invoices@UNTSystem.edu.

5. Eligibility to Receive Payment. By entering into and performing under this Agreement, Contractor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

6. Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

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

8. On-Campus University Presence. If this Agreement requires the presence of Contractor or Contractor's employees, agents, subcontractors, or suppliers on University premises:

- a. Contractor shall cause such parties to comply with all applicable rules of the University, including without limitation those relative to environmental quality, safety, and fire protection.
- b. Contractor agrees to maintain and to cause its agents, subcontractors, and suppliers to maintain the following insurance coverages for at least the specified limits:
 - (i) Workers' Compensation: Statutory Limits;
 - (ii) Employer's Liability \$1,000,000 per accident and employee;
 - (iii) Commercial General Liability (including contractual liability): \$1,000,000 per occurrence, \$2,000,000 aggregate;
 - (iv) Product/Completed Ops: \$1,000,000 aggregate;
 - (v) Auto Liability: \$1,000,000 combined single limit. All policies (except Workers' Compensation) shall name the University as an Additional Insured.

All policies must be written on a primary basis; non-contributory with any other insurance coverage and/or self- insurance carried by the University. A Waiver of Subrogation Clause in favor of the University and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements shall be provided to the University prior to commencement of any services under this contract.

9. No Conflict of Interest. Contractor certifies that in entering into this Agreement, no relationship exists between Contractor (including any related entity or individual) and University (including any department, organization, or individual) that by its nature may be considered a conflict of interest by

influencing or potentially influencing the execution of this Agreement or the independent performance of the Services. Contractor agrees to disclose to University any such conflict of interest should it become known or arise during the term of this Agreement. University may, in its sole and absolute discretion, terminate this Agreement immediately if such conflict of interest exists.

10. E-Verify Program. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of: (a) all persons employed during the Agreement term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Agreement. Acceptance of this Agreement certifies compliance with the E-Verify Program. If this certification is falsely made, the services may be terminated immediately without prior notification, liability, and/or penalty. Contractor shall be responsible for any costs incurred by University to replace the terminated services.

11. Breach of Contract Claims. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving, goods, services, and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used to attempt to resolve disputes arising under this Agreement.

12. Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. Venue for any suit filed pursuant to this Agreement is subject to the mandatory venue statute set forth in section 105.151 of the Texas Education Code.

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

14. Required Posting of Contracts on Website. Contractor acknowledges and agrees that University is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

15. Notices. Any notice given pursuant to this Agreement to a party to this Agreement shall be given in writing by personal delivery, overnight delivery, facsimile, or United States certified or registered mail return receipt requested, and shall be addressed to each party as shown above, or to such other address, or to the attention of such other person or officer, as either party may by written notice designate from time to time.

16. Indemnity. Contractor agrees to indemnify and hold harmless University and its regents, officers, agents, and employees, from and against any liability, losses, or damages it may suffer as a result of claims, demands, causes of action, costs, or judgments against it arising out of any negligent act or omission by Contractor or persons employed by Contractor.

17. FERPA. Pursuant to the Family Educational Rights and Privacy Act and Regulations (“FERPA”), Contractor shall not disclose personally identifiable information of any Student (“Student Information”) except as allowed by FERPA and will limit its use of Student Information to what is reasonable and necessary for legitimate educational interests under the purposes of this Agreement. Any disclosure of Student Information may be made only with prior consent of Student or Student’s guardian or legal representative, unless disclosure is otherwise allowed or required by law. Failure to comply with the requirement not to disclose Student Information, except as authorized under FERPA, will result in cancellation of this Agreement and Contractor will not be eligible to receive any Student Information from University for a period of five years. Contractor agrees to indemnify and hold harmless University from and against any loss, cost, damage, or expense suffered by University as a result of Contractor’s disclosure of Student Information in violation of FERPA. This clause shall survive the termination of this Agreement, and all Student Information shall be maintained, returned, or destroyed in accordance with the requirements of FERPA.

18. Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Contractor shall make public information available to University in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Contractor agrees that the contract can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Contractor agrees (1) to preserve contracting information for the duration of the contract and according to University records retention requirements; (2) to promptly provide contracting information to University when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to University or to preserve all contracting information according to University’s records retention requirements.

19. Right to Audit.

- a. Pursuant to Section 2262.154, Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- b. Contractor, upon prior reasonable notice to Contractor, will provide to University, during normal business hours and for a reasonable period of time, access to and the right to examine and photocopy Contractor records, papers, books, and documents relating to this Agreement.

20. State Law Verification. If this Agreement is subject to Texas Gov’t Code Section 2271.002, Contractor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement. If this Agreement is subject to Texas Gov’t Code Section 2274.002, Contractor hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If this Agreement is subject to Texas Gov’t Code Section 2274.002, Contractor hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.

21. Executive Order No. GA-48 (2024). Pursuant to Texas Governor's Executive Order No. GA-48 (2024), Contractor hereby represents, certifies, and warrants that Contractor and Contractor's holding companies and subsidiaries (1) are not listed in Section 889 of the 2019 National Defense Authorization Act nor in Section 1260H of the 2021 National Defense Authorization Act and (2) are not owned nor controlled by the government of a country, including any governing or regulatory body, that is identified on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

22. Cybersecurity Training. Pursuant to Texas Gov't Code Section 2054.5192, any vendor who has access to a University computer system or database must complete a cybersecurity training program as selected by University during the term of this Agreement and during any renewal period.

23. No Assignment. This Agreement, and the rights and obligations set forth herein, may not be assigned by either party without the express written consent of the other party.

24. Amendment. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both parties.

25. Non-Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

26. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. In addition, the invalid or unenforceable provision shall be modified so as to conform to the greatest extent possible to the original intent of such provision.

27. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

28. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same instrument, and facsimile or electronic signatures shall be equally binding as originals.

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

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

UNIVERSITY OF NORTH TEXAS

By: _____

Name:

Title:

By: _____

Name:

Title:

Date: _____

Date: _____

☐ UNTS ☐ HSC Contract # _____

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall provide the following Services:

[Fully describe Services and any Timetables or Deadlines Herein]

ATTACHMENT B – SOFTWARE ADDENDUM

SOFTWARE ADDENDUM

The following terms and conditions are incorporated into and form a part of the Agreement between the University of North Texas [System or Institution Name] (“University”) and Service Provider (“Service Provider”). In the event of a conflict between the Agreement and this Addendum, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov’t Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to University; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Service Provider must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Service Provider agrees to receive payment in electronic form (Automated Clearing House (ACH), Single Use Account (SUA), or Purchasing Credit Card (PCard)), and payments will be made in accordance with law. All invoices must reference a valid UNT System purchase order, and invoices and any required supporting documents must be submitted to Invoices@UNTSystem.edu.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Service Provider certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov’t Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. University is exempt from the payment of taxes and will provide documentation confirming its tax exempt status.

Breach of Contract Claims Against University. Chapter 2260 of the Texas Gov’t Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov’t Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

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

No Excess Obligations. In the event this Agreement spans multiple fiscal years, University’ continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall issue written notice to Service Provider that University may terminate the Agreement without further duty or obligation.

Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Service Provider shall make public information available to University in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Service Provider agrees that the Agreement can be terminated if Service Provider knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Service Provider agrees (1) to preserve contracting information for the duration of the contract and according to University records retention requirements; (2) to promptly provide contracting information to University when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to University or to preserve all contracting information according to University’s records retention requirements.

Required Posting of Contracts on Website. Service Provider acknowledges and agrees that University is required by Section 2261.253 of the Texas Gov’t Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

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

State Law Verification. If the Agreement is subject to Texas Gov’t Code Section 2271.002, Service Provider hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement. If the Agreement is subject to Texas Gov’t Code Section 2274.002, Service Provider hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If the Agreement

is subject to Texas Gov't Code Section 2276.002, Service Provider hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.

Executive Order No. GA-48 (2024). Pursuant to Texas Governor's Executive Order No. GA-48 (2024), Service Provider hereby represents, certifies, and warrants that Service Provider and Service Provider's holding companies and subsidiaries (1) are not listed in Section 889 of the 2019 National Defense Authorization Act nor in Section 1260H of the 2021 National Defense Authorization Act and (2) are not owned nor controlled by the government of a country, including any governing or regulatory body, that is identified on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

Right to Audit. Service Provider, upon prior reasonable notice to Service Provider, will provide to University and to the State of Texas, during normal business hours and for a reasonable period of time, access to and the right to examine and photocopy Service Provider records, papers, books, and documents relating to this Agreement.

Limitations. **University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on University, except to the extent not prohibited by the Constitution and the laws of the State of Texas.**

Assignment. Service Provider shall not assign its rights or delegate the performance of its duties under the Agreement without prior written approval from University. Any attempted assignment in violation of this provision is void and without effect.

Cybersecurity Training. If Service Provider has access to a University computer system or database, Service Provider shall complete cybersecurity training and verify completion of the training program to University in accordance with Texas Gov't Code Section 2054.5192.

Cloud Computing State Risk and Authorization Management Program. If Service Provider provides cloud computing services to University, as that term is defined in Texas Gov't Code Section 2157.007, Service Provider represents and warrants that it complies with the requirements of the state risk and authorization management program, and Service Provider agrees that throughout the term of the Agreement it shall maintain its certifications and comply with the program requirements in accordance with Texas Gov't Code Section 2054.0593(d)-(f).

Data Management and Security Controls. Service Provider agrees to safeguard University data according to all commercially reasonable administrative, physical, and technical standards, continually monitor its operations, and take any action necessary to assure University data is safeguarded in accordance with the terms of this Agreement. Service Provider further agrees to comply with the controls established in the [UNT System Information Security Handbook](#), as applicable, to ensure the confidentiality, integrity, and availability of the information or information processing provided, including providing evidence that information/data stored is recoverable and contingency plans are in place. In the event of a data breach due to Service Provider's breach of security obligations or other event requiring notification under applicable law, Service Provider agrees to comply with all notification requirements, and to indemnify and hold harmless and defend University against any claims or damages arising out of any breach of Service Provider's security obligations under this Agreement.

Accessibility. In accordance with Texas Gov't Code Chapter 2054, Subchapter M, and DIR implementing rules, the University must procure Electronic and Information Resources that comply with Accessibility Standards. Service Provider agrees to (1) deliver all tools, services, processes, or products in compliance with WCAG 2.1 Level AA Accessibility Standards; (2) upon request, provide the University with its accessibility testing results and written documentation verifying accessibility compliance with applicable federal and state laws regarding electronic and information resources accessibility requirements; and (3) promptly respond to and resolve accessibility complaints. If the University determines that Service Provider's tools, services, processes, or products are not in compliance with the Accessibility Standards then the University may elect to terminate the Agreement without liability to the University.

Access to Confidential Information. If the performance of the Agreement contemplates the sharing with, and/or storing of information by Service Provider that is confidential, highly sensitive, and/or protected by law (the "Confidential Information"), Service Provider shall comply with any and all applicable state and federal laws and University policies and procedures governing the use and/or safe-keeping of the Confidential Information, including but not limited to, the Family Educational Rights and Privacy Act, the Health Insurance Portability and Accountability Act, the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (collectively, "Privacy Laws").

University Rights in University Data. University retains all rights to, title to, and interest in University data, and Service Provider’s use and possession thereof is solely for University’s behalf. University may access and copy any University data in Service Provider’s possession at any time, and Service Provider shall facilitate such access and copying in non-proprietary electronic form (e.g. CSV, XML) promptly after University’s request. Upon termination of the Agreement or upon request by University, Service Provider shall promptly return University data to University, and erase, destroy, or render unreadable all University data from Service Provider’s computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the termination of the Agreement or request by University.

De-identified Data. In demonstrating the services, or in publications, marketing materials, or presentations, Service Provider may only demonstrate, publish, market, present, or use de-identified University data. Service Provider will ensure that all de-identified data released, even sequentially, does not inadvertently contain data that can be aggregated in such a manner as to reveal identities. No de-identified data may be shared without University's authorization or until Service Provider ensures compliance with law.

Service Standard. Service Provider will use commercially reasonable efforts to make the services available 24 x 7, year round, excluding downtime for maintenance and emergencies. Service Provider will provide access to online support materials and will respond to requests for reasonable technical assistance via chat during its standard support hours, excluding federal public holidays in the United States and other Service Provider announced holidays. If University is not able to use the software for more than twenty-four (24) hours through no fault of its own, and University has paid in advance, then University shall be entitled to a credit equal to the amount paid by University on a pro-rata basis for the period of non-use or, if no credits are available or possible, then the term of the Agreement shall be extended automatically, at no cost to University for the number of days the software was not available to University.

SERVICE PROVIDER	UNIVERSITY OF NORTH TEXAS
	[SYSTEM OR INSITUTION NAME]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____