REQUEST FOR PROPOSAL

**by**



### For

**UTRGV GPU HPC Cluster**

**RFP No. 22-JZ-02**

**Submittal Deadline: Wednesday, November 03, 2021, at 2:00 p.m.**

Issued: Thursday, October 14, 2021

**REQUEST FOR PROPOSAL**

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### SECTION 1

### INTRODUCTION

### The University of Texas Rio Grande Valley

The University of Texas Rio Grande Valley (UTRGV) was created by the Texas Legislature in 2013 as the first major public university of the 21st century in Texas. This transformative initiative provided the opportunity to expand educational opportunities in the Rio Grande Valley, including a new School of Medicine, and made it possible for residents of the region to benefit from the Permanent University Fund – a public endowment contributing support to the University of Texas System and other institutions.

UTRGV has campuses and off-campus research and teaching sites throughout the Rio Grande Valley including in Boca Chica Beach, Brownsville (formerly The University of Texas at Brownsville campus), Edinburg (formerly The University of Texas-Pan American campus), Harlingen, McAllen, Port Isabel, Rio Grande City, and South Padre Island. UTRGV, a comprehensive academic institution, enrolled its first class in the fall of 2015, and the School of Medicine welcomed its first class in the summer of 2016.

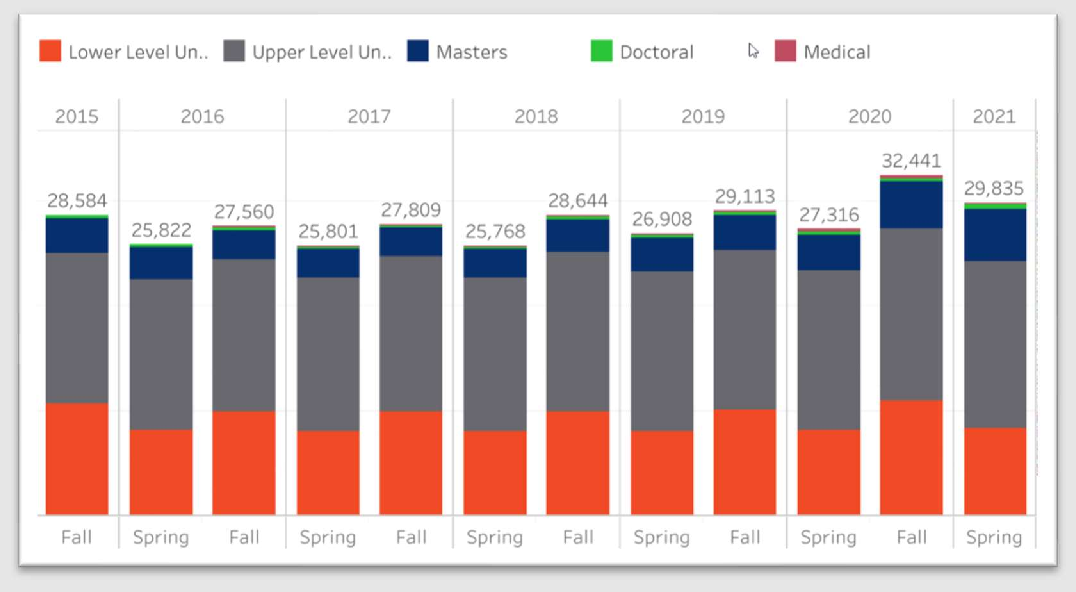
UTRGV has locations throughout the Rio Grande Valley including Rio Grande City, McAllen, Edinburg, Harlingen, Brownsville, and South Padre Island. The University’s border location as a gateway for the Americas to initiate projects infused with global perspectives. The University is located in the state’s sixth most-populous metropolitan area (McAllen-Edinburg-Mission Metropolitan Statistical Area).

The Rio Grande Valley is located in the southernmost tip of Texas and lies along the northern bank of the Rio Grande River, which separates Mexico from the United States. The Valley is made up of four counties – Starr, Hidalgo, Willacy, and Cameron – and is one of the fastest growing areas in Texas with an estimated population of 1,300,000. The Valley has a rich cultural heritage and hosts large agribusiness, international banking, and ecotourism industries.

UTRGV Enrollment Information Fall 2020:

* + - Total Enrollment: 32,441
    - Hispanic Enrollment: 90.5%
    - Enrollment from RGV: 92.6%
    - Female Enrollment: 59.7%
    - First Generation: 57.7%
    - First Time in College (Entering Freshman): 5,338
    - Undergraduate Population: 84% https://[www.utrgv.edu/sair/](http://www.utrgv.edu/sair/)

### Enrollment Headcount:



### Background and Special Circumstances

The University of Texas Rio Grande Valley (UTRGV), as part of its drive to grow HPC access to campus faculty and students, intends to acquire a GPU cluster funded by two federal grants (NSF and DOD). This cluster will form the first phase in a long-term program of growing on-campus HPC resources under the auspices of the newly established HPC Center in the Division of Research and New Program Development. The deployment of the product should be timely, orderly and efficient.

The solution must address the Critical Criteria and Supplemental Questions contained in the Statement of Work (SOW) below. ***All items are mandatory requirements unless otherwise stated.***

### Objective of Request for Proposal

The University of Texas Rio Grande Valley (**University**) is soliciting proposals from qualified vendors to perform (Work) more specifically described in **Section 5.4** (Scope of Work) of this Request for Proposal (**RFP**), UTRGV GPU HPC Cluster.

### Group Purchase Authority

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

Vendor should identify current contracts they may have with the following Group Purchasing Organization agencies and provide the actual contract number:

* Choice Partners National Purchasing Cooperative
* E&I Cooperative Services, Inc.
* Education Service Center - Region 19 (Allied States Cooperative)
* The Local Government Purchasing Cooperative d/b/a BuyBoard
* National Cooperative Purchasing Alliance (NCPA)
* Sourcewell, formerly National Joint Powers Alliance (NJPA)
* Premier Health Alliance, LP
* Texas Comptroller of Public Accounts (Statewide Procurement Division) (TPASS/TXMAS)

### Texas Department of Information Resources (DIR)

* The University of Texas System Supply Chain Alliance (UTSSCA)
* Vizient, Inc.

### Addenda and Additional RFP Documents

Any addenda or other subsequently released RFP documents will be posted to UTRGV Bonfire eProcurement portal. They will not be sent directly to potential proposers. It is the Proposer’s responsibility to periodically check the website for additional RFP documents. RFP documents can be acquired by accessing the UTRGV Bonfire eProcurement portal website at https://utrgv.bonfirehub.com/portal/?tab=openOpportunities and searching for the RFP number.

### Parking

Employees of companies who park their personal vehicle in UTRGV parking facilities, or any property owned or controlled by UTRGV, to perform their duties are required to purchase a faculty/staff or daily permit. For more information visit the University’s https://utrgv.t2hosted.com/Account/Portal

### SECTION 2

### NOTICE TO PROPOSER

### Submittal Deadline

University will accept proposals submitted in response to this RFP until 2:00 p.m. (CST), Central Prevailing Time on Wednesday, November 03, 2021 (the “**Submittal Deadline**”).

### RFP Contact Information and Questions

Interested parties may direct questions about this RFP to:

Jesus Zerpa, Senior Procurement Specialist https://utrgv.bonfirehub.com

Attn: RFP No. **22-JZ-02**

*University instructs interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) in accordance with this Section on or before* ***Monday October 25, 2021, at 12:00 pm***

***CST*** *(****Question Deadline****), or (ii) if questions relate to Historically Underutilized Businesses, in accordance with*

#### *Section 2.5.*

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

### Criteria for Selection

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

The University reserves the right to award or not award this RFP with best Value in mind. The University also reserves the right to partially award or award in full depending on the outcome of the RFP.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) GPU Cluster design, (2) total overall cost, and (3) service. Proposer should describe all educational, state or local government discounts, as well as any other applicable discounts that may be available to University in a contract for the Services.

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

An evaluation team from University will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. University may give consideration to additional information if University deems such information relevant.

The criteria to be considered by University in evaluating proposals and selecting Contractor, will be those factors listed below:

* + 1. Threshold Criteria Not Scored
       1. Ability of University to comply with laws regarding Historically Underutilized Businesses; and
       2. Ability of University to comply with laws regarding purchases from persons with disabilities.
    2. Scored Criteria
       1. Cost of goods and services;
       2. Reputation of the Proposer and of the Proposer's goods or services;
       3. Quality of the Proposer's goods or services;
       4. Extent to which the goods or services meet the University's needs;
       5. Proposer's past relationship with the University;
       6. Total long-term cost to the University of acquiring the Proposer's goods or services
       7. Proposer’s exceptions to the terms and conditions set forth in Section 4.
       8. Any relevant factors that a private business would consider in selecting a vendor. In addition, consideration may be given to any additional information and responses if they should increase the benefits to University.

### NOTE: The Criteria Section has been added in a questionnaire format for respondents to respond in an organized fashion. If the response requires to be submitted as an attachment (Other relevant Documents), the Proposer shall need to label the response in a manner that is easy to match within the comment section. Example: Response to the Questionnaire that requires additional supportive documents.

### Key Events Schedule

Date RFP Issued Thursday, October 14, 2021

Pre-Proposal Conference Wednesday, October 20, 2021, at 11:00 am CST (ref. **Section 2.6**)

Question Deadline Monday, October 25, 2021, at 12:00 pm CST (ref. **Section 2.2**)

Submittal Deadline Wednesday, November 03, 2021, at 2:00 pm CST (ref. **Section 2.1**)

### Historically Underutilized Businesses

* + 1. All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (**HUBs**) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any Work, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this **Section 2.5** will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any Work will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of Work by the Proposer is subject to review by University to ensure compliance with the HUB program.
    2. University has reviewed this RFP in accordance with 34 TAC §20.285, and has determined that subcontracting opportunities are probable under this RFP.
    3. A HUB Subcontracting Plan (**HSP**) is a required part of the proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses, attached as **APPENDIX THREE**.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP,*

*including* ***APPENDIX THREE****. P roposers that fail to submit the HSP will be considered non-responsive to*

*this RFP as required by* §2161.252, *Government Co*de*.*

*Questions regarding the HSP may be directed to:*

### HUB Program Coordinator

https://utrgv.bonfirehub.com

Contractor will not be permitted to change its HSP unless: (1) Contractor completes a new HSP in accordance with the terms of **APPENDIX THREE**, setting forth all modifications requested by Contractor,

(2) Contractor provides the modified HSP to University, (3) University approves the modified HSP *in writing, and (*4) all agreements resulting from this RFP are amended in writing to conform to the modified HSP.

* + 1. 2.5.4 Proposer must submit all documentation required on the HSP under the Bonfire HSP section. (ref.

**Section 3.2** of this RFP.) The HSP must be submitted under separately within the HSP Section under https://utrgv.bonfirehub.com:

* + - 1. RFP No. and the Submittal Deadline (ref. **Section 2.1**),
      2. Name and the return address of Proposer, and
      3. Phrase “HUB Subcontracting Plan.”
      4. HSP Shall be uploaded within https://utrgv.bonfirehub.com.

Any proposal submitted in response to this RFP that is not accompanied by a separate HSP Envelope meeting the above requirements will be rejected by University and returned to the Proposer unopened as that proposal will be considered non-responsive due to material failure to comply with advertised specifications. Furthermore, University will open a Proposer’s HSP Envelope prior to opening the proposal submitted by the Proposer, in order to ensure that the Proposer has submitted the number of completed and signed originals of the Proposer’s HSP that are required by this RFP. A Proposer’s failure to submit the number of completed and signed originals of the HSP that are required by this RFP will result in University’s rejection of the proposal submitted by that Proposer as non-responsive due to material failure to comply with advertised specifications; such a proposal will be returned to the Proposer unopened (ref. Section 1.5 of APPENDIX THREE to this RFP). Note: The requirement that Proposer provide one original of the HSP under this Section 2.5.4 is separate.

**NOTE:** HSP documentation shall be uploaded under the HSP documentation section under

### https://utrgv.bonfirehub.com.

### Pre-Proposal Conference

University will hold a pre-proposal conference (Zoom Meeting), on **Wednesday, October 20, 2021, at**

**11:00 am CST**, All and any questions that are asked or mentioned should be put in writing to address the answer through the Addendum process for an equal opportunity to all future participating vendors. This is not a mandatory pre-proposal conference but highly recommended.

Jesus Zerpa is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

One tap mobile:

Meeting URL:

Meeting ID:

US: +13462487799,,5323441131#

or +16699006833,,5323441131#

https://utrgv.zoom.us/j/5323441131 532 344 1131

### Join by Telephone

For higher quality, dial a number based on your current location. Dial:

US: +1 346 248 7799 or +1 669 900

6833 or +1 253 215 8782 or +1 301

715 8592 or +1 312 626 6799 or +1

929 436 2866

Meeting ID:

532 344 1131

International numbers

### Join from an H.323/SIP room system

H.323: 162.255.37.11 (US West)

162.255.36.11 (US East)

115.114.131.7 (India Mumbai)

115.114.115.7 (India Hyderabad)

213.19.144.110 (Amsterdam Netherlands)

213.244.140.110 (Germany)

103.122.166.55 (Australia Sydney)

103.122.167.55 (Australia Melbourne)

149.137.40.110 (Singapore)

64.211.144.160 (Brazil)

149.137.68.253 (Mexico)

69.174.57.160 (Canada Toronto)

65.39.152.160 (Canada Vancouver)

207.226.132.110 (Japan Tokyo)

149.137.24.110 (Japan Osaka)

Meeting ID:

532 344 1131

SIP: [5323441131@zoomcrc.com](mailto:5323441131@zoomcrc.com)

### Skype for Business (Lync)

https://utrgv.zoom.us/skype/5323441131

The Pre-Proposal Conference will allow all respondents an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP.

### NOTE: All Questions asked at the Pre-Proposal Conference are to be sent through the Bonfire Portal to assure that questions are answered in writing (https://utrgv.bonfirehub.com).

### SECTION 3

### SUBMISSION OF PROPOSAL

### Submission

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

### Jesus Zerpa, Senior Procurement Specialist RFP 22-JZ-02

https://utrgv.bonfirehub.com

### Proposal Validity Period

Each proposal must state that it will remain valid for University’s acceptance for a minimum of Ninety (90) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

### Terms and Conditions

* + 1. Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2**), Proposal Requirements and the Specifications and Additional Questions (ref. **Section 5 and Questionnaire in Bonfire**). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:
       1. Specifications and Additional Questions;
       2. Agreement (ref. **APPENDIX TWO**);
       3. Proposal Requirements;
       4. Notice to Proposers (ref. **Section 2**).

**Note:** Refer all documentation under Bonfire: https://utrgv.bonfirehub.com

### Submittal Checklist

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

* + 1. Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)
    2. Completed Bidtable on Bonfire
    3. Responses to Proposer's General Questionnaire
    4. Acknowledge Addendum posted under the Requested Information in Bonfire Portal
    5. Signed and completed originals of the HUB Subcontracting Plan or other applicable documents
    6. Responses to questions and requests for information in the Specifications and Additional Questions Section to be added under “Other Relevant Support Documentation” as listed in Bonfire Portal such as exceptions to the Agreement, etc.
    7. Responses to Electronic and Information Resources Environment Specifications (ref. **APPENDIX FIVE**)
    8. Responses to Security Characteristics and Functionality of Contract’s Resources (ref. **APPENDIX SIX**)
    9. Proposer work plan with key dates and milestone.
    10. Detailed Pricing Schedule/Quote.

### SECTION 4

### GENERAL TERMS AND CONDITIONS

The terms and conditions contained in **APPENDIX TWO** or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will become a part of and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in **APPENDIX TWO**, Proposer will submit a list of the exceptions as part of its proposal in accordance with **Section 5.3.1**. Proposer’s exceptions will be reviewed by University and may result in disqualification of the proposal as non-responsive to this RFP. If Proposer’s exceptions do not result in disqualification of the proposal, then University may consider Proposer’s exceptions when University evaluates the proposal

### SECTION 5

### SPECIFICATIONS AND ADDITIONAL QUESTIONS

### General

Minimum requirements and specifications for Work, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3**, **Contractor** means the successful Proposer.

### Minimum Requirements

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

* + 1. A minimum of five (5) years in the business of providing GPU HPC Cluster installation as requested in this RFP;
    2. A business that has demonstrated the capability to provide GPU HPC Cluster solution to other project’s with similar scope of work;
    3. Proposer must have the demonstrated financial and accounting capabilities to provide the Services.

### Additional Questions Specific to this RFP

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

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

### Interested Parties must only be submitted by Contractor upon delivery to University of a signed

### Agreement.

* + 1. In its proposal, Proposer must indicate whether it will consent to include in the Agreement the “Access by Individuals with Disabilities” language that is set forth in **APPENDIX FIVE, Access by Individuals with**

**Disabilities**. If Proposer objects to the inclusion of the “Access by Individuals with Disabilities” language in the Agreement, Proposer must, as part of its proposal, specifically identify and describe in detail all of the reasons for Proposer’s objection. NOTE: A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION.

* + 1. In its proposal, Proposer must respond to each item listed in **APPENDIX SIX, Electronic and Information**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Resources** | **(EIR)** | **Environment** | **Specifications**. | **APPENDIX** | **SIX** | will | establish | specifications, |
| representations, warranties and agreements related to the EIR that Proposer is offering to provide to  University. Responses to **APPENDIX SIX** will be incorporated into the Agreement and will be binding on | | | | | | | | |

Contractor.

* + 1. In its proposal, Proposer must respond to each item listed in **APPENDIX SEVEN, Security Characteristics**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **and** | **Functionality** | **of** | **Contractor’s** | **Information** | **Resources**. | **APPENDIX** | **SEVEN** | will | establish |
| specifications, representations, warranties and agreements related to the EIR that Proposer is offering to  provide to University. Responses to **APPENDIX SEVEN** will be incorporated into the Agreement and will | | | | | | | | | |

be binding on Contractor.

### Scope of Work

Representative applications that should guide the cluster design are: (i) High throughput data-parallel high performance computing (DP-HPC) and (ii) Deep learning (DL) based on industry leading frameworks such as PyTorch, Keras, and Tensorflow. DP-HPC performance scales linearly with the number of GPUs and nodes, does not depend critically on inter-GPU or inter-node communications, and requires fast parallel I/O between the compute nodes and a scratch space (see below). The DL applications will benefit from GPU-based acceleration that has been used for the DL frameworks above.

The following are our baseline requirements. Proposals that go substantially beyond these requirements, within the budget provided above, are encouraged.

* All compute nodes must meet the following minimum requirements:
  + CPU: Dual socket allowing a minimum of 48 parallel OpenMP threads, or equivalent in terms of threads and memory bandwidth.
  + All CPUs must support PCIe 4.0.
  + 4 GPUs per node.
* All GPUs must meet the following minimum requirements:
  + Native CUDA and FP64 (double precision) support.
  + GPU RAM: 40 GB (or equivalent for CPU-GPU cache coherent memory)
  + Examples: NVIDIA A100, V100, or equivalent.

Additional minimum requirements for DL nodes:

* + Inter-GPU communication fabric.
  + Example: NVLink
* An inter-GPU communication fabric is not required for DP-HPC nodes but preferred.
* A high-performance and high-bandwidth storage solution must be included. This storage will provide scratch space that will be subject to periodic purging and no backup.
  + The cost of this storage should not exceed 12% of the cost of the entire cluster.
  + It should have a minimum usable space of 25 TB and be easily expandable to 100 TB or more.
  + It should deliver fast parallel I/O to all the compute nodes.
* A 200Gbps Inter-node communication fabric in addition to management or out-of-band networks.
* The cost of the DP-HPC compute nodes should be around 60% of the total cost for compute nodes.
* The cost of the DL compute nodes should be around 40% of the total cost for compute nodes.
* A storage solution with enterprise level back up and redundancy must be included. This storage will provide home and workspaces for users. It does not need to provide fast parallel I/O.
  + It should have a minimum usable space of 100 TB.
* Login and management nodes must have sufficient redundancy to ensure near 100% cluster uptime. The specifications for these nodes should be compatible with the requirements for the rest of the cluster.
* Pre-installed software:
  + Linux based operating system.
  + Workload scheduler (SLURM preferred)
  + CUDA toolkit and associated math libraries such as cuFFT and cuBLAS.
  + MPI.
  + PyTorch, Café, TensorFlow, Keras.
  + Cluster management software.

## Cooling and UPS information or solution. See “Datacenter specification” for more details.

## A 5-year support plan for the cluster, including licensed software.

Acceptance tests:

* Our DP-HPC codes have been compiled under NVCC. They use the GSL and HDF5 libraries along with cuFFT and cuBLAS. These codes should compile and run successfully on every DP-HPC node of the commissioned cluster.
  + The DP-HPC codes can be provided for testing before delivery of the cluster.
* Intel® MPI Benchmarks should run successfully on the cluster.
* Standard DL benchmarks that test inter-GPU and inter-node communication should run successfully.

## Datacenter specifications The cluster will be housed within UTRGV’s data center located in the EMSAC building at the Edinburg campus. A 4’-by-14’ space is available within the data center for the cluster. Walkthroughs of the data center and/or layout diagrams can be provided upon request. A Modular Power Distribution Unit (around 100KVA) is available to support the cluster power line. A chilled water line with a temperature between 5 to 7 Celsius is available for cooling the cluster. Vendors should provide information about an appropriate chilled water based cooling solution for the cluster (e.g., in-row cooler or rear door heat exchanger) along with the plumbing and connection requirements. In addition, information for a UPS solution that covers the login and head nodes should be provided.

## If the vendor can deliver the UPS and cooling solutions as part of the cluster, these should be included as separate line items in the quote. The budget for UPS and cooling is independent of the budget provided in this RFP for the cluster and should not constrain the design of the latter. Note that providing UPS/Cooling solution is not mandatory, and if provided, will not affect the assessment of the bid for selection.

### SECTION 6

### PRICING AND DELIVERY SCHEDULE

**Proposal of:** \_

(Proposer Name)

**To:** University of Texas Rio Grande Valley

**RFP No.:** 22-JZ-01 UTRGV Customer Relationship Management Software including Implementation Ladies and Gentlemen:

Having carefully examined all specifications and requirements of this RFP, any attachments and exhibits thereto, the undersigned proposes to furnish the selection of a vendor to provide Film Production Services required pursuant to the above-referenced request for proposal upon the terms quotes on tabsheet on Bonfire and mentioned below:

### Pricing for Work and Expenses

Refer to UTRGV eProcurement Portal Bonfire to access Bid Table (BT—13QV): https://utrgv.bonfirehub.com

The University request as a supplemental information to upload in Bonfire a detailed proposed pricing schedule/Quote including:

* + - Product name, primary features and benefits
    - Detailed line item pricing (list price, extended discount price)
    - All support services, incidental, and annual maintenance cost listed separately University will *not* reimburse Contractor for expenses.

### Discounts

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

### Schedule for Completion of Tasks and Submittal of Deliverables

6.4.1 Proposer will provide a schedule timeline in which it would take for each type of fleet mentioned above. The information will be provided under **Proposer work plan with key dates and milestones**. (Questionnaire in Bonfire https://utrgv.bonfirehub.com)

### Payment Terms

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

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

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

**APPENDIX ONE PROPOSAL REQUIREMENTS**

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**EXHIBIT A**

**GENERAL INFORMATION**

* 1. **Purpose**

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

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

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

* 1. **Inquiries and Interpretations**

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

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

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

* 1. **Public Information**

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

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

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

* 1. **Type of Agreement**

Contractor, if any, will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor attached to this RFP as **APPENDIX TWO,** and otherwise acceptable to University in all respects (**Agreement**).

* 1. **Proposal Evaluation Process**

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

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

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

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

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently

abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

* 1. **Proposer's Acceptance of RFP Terms**

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

* 1. **Solicitation for Proposal and Proposal Preparation Costs**

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

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

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

* + 1. Execution of Offer

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

* + 1. Pricing and Delivery Schedule

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

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

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

* + 1. Proposer’s General Questionnaire

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

* + 1. Addenda Checklist

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

* + 1. Submission

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

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

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

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

**EXHIBIT B**

**EXECUTION OF OFFER**

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

* 1. **Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:
     1. Proposer will furnish Work to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
     2. This RFP is a solicitation for a proposal and is not a contract or an offer to contract Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer’s preparation of a response to this RFP.
     3. Proposer is a reputable company that is lawfully and regularly engaged in providing Work.
     4. Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform Work.
     5. Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of Work.
     6. Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
     7. Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
     8. Proposer will maintain any insurance coverage required by the Agreement during the entire term.
     9. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
     10. PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, UT SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS’ FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
     11. Pursuant to §§2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.
     12. Any terms, conditions, or documents attached to or referenced in Proposer’s proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer’s intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer’s proposal.
     13. Pursuant to Chapter 2271, *Texas Government Code*, Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
     14. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Proposer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
     15. Pursuant to Chapter 2274, *Texas Government Code (enacted by SB 19, 87th Texas Legislature, Regular Session (2021))*,, Proposer verifies
         1. it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of any contract or agreement resulting from this RFP against a firearm entity or firearm trade association. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.
     16. Pursuant to Chapter 2274, *Texas Government Code (enacted by SB 13, 87th Texas Legislature, Regular Session (2021))*, Proposer verifies
         1. it does not boycott energy companies and (2) it will not boycott energy companies during the term of any contract or agreement resulting from this RFP. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.
     17. Pursuant to Section 161.0085, *Texas Health and Safety Code (enacted by SB 968, 87th Texas Legislature, Regular Session (2021))*, Proposer certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-

transmission recovery on entry to, to gain access to, or to receive service from Proposer’s business. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

* 1. **No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.
  2. **Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.
  3. **Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in §15.01 et seq., *Business and Commerce*

*Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

* 1. **Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.
  2. **Child Support Certification.** Under §231.006, *Family Code,* relating to child support, the individual or business entity named in Proposer’s proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.
  3. **Relationship Certifications.**

 No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of UT System, on the other hand, other than the relationships which have been previously disclosed to University in writing.

* Proposer has not been an employee of any member institution of UT System within the immediate twelve (12) months prior to the Submittal Deadline.
* No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer’s proposal or any contract resulting from this RFP (ref. §669.003, *Government Code*).
* All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.
  1. **Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
  2. **Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.
  3. **Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this Execution of Offer. All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.
  4. **Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to §361.965(c), *Health & Safety*

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

* 1. **Conflict of Interest Certification.**
* Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
* Proposer’s provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
* Proposer has disclosed any personnel who are related to any current or former employees of University.
* Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.
  1. **Financial Advisor Disclosure**
     1. Proposer □ is / □ is not a Financial Advisor or service provider for purposes of Chapter 2263, *Government Code*. If Proposer is a Financial Advisor, Proposer certifies that it has disclosed the following, in writing, to the administrative head of the University and the State Auditor’s Office (SAO):
* any relationship Financial Advisor or Proposer has with any party to a transaction with the University, other than a relationship necessary to the investment or funds management services that the Financial Advisor or Proposer performs for

University, if a reasonable person could expect the relationship to diminish the Financial Advisor’s or Proposer’s independence of judgment in the performance of responsibilities to University; and

* all direct or indirect pecuniary interests the Financial Advisor or Proposer has in any party to a transaction with University, if the transaction is connected with any financial device or service the Financial Advisor or Proposer provides to the entity or member, in connection with the management or investment of University funds.
  + 1. Proposer will:

1. disclose any relationship described in **Section 2.13.1**, without regard to whether the relationship is a direct, indirect, personal, private, commercial, or business relationship; and
2. file no later than April 15th (for the previous calendar year period) on a form prescribed by the entity, an annual statement with the administrative head of the University and with the SAO disclosing the relationships outlined in **Section 2.13.1**. If no relationship existed during the applicable disclosure period (previous calendar year), the statement will indicate this fact affirmatively.
   1. **Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation:

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

RFP No.: 22-JZ-02

**NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER §§5** **52.021 AND 5** **52.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER §559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.**

**Submitted and Certified By:**

(Proposer Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer’s Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

**EXHIBIT C**

**PROPOSER’S GENERAL QUESTIONNAIRE**

**NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT**

**GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER §§552.021 AND 5 52.023,**

***GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER §559.004, *GOVERNMENT***

***CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.**

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

### Questionnaire is within Bonfire:

### NOTE: The Criteria Section has been added in a questionnaire format for contractors to respond in an organized fashion. If the response requires to be submitted as an attachment (Other relevant Documents), the contractor shall need to label the response in a manner that is easy to match within the comment section.

https://utrgv.bonfirehub.com

**EXHIBIT D**

**ADDENDA CHECKLIST**

**Proposal of:** \_

(Proposer Name)

**To:** University

**RFP No.:**

Ladies and Gentlemen:

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

No. 1

No. 2

No. 3

No. 4

No. 5

**NOTE: All Exhibits will be Acknowledged through Bonfire (** https://utrgv.bonfirehub.com)

**APPENDIX TWO AGREEMENT**

(See attached sample agreement in Bonfire https://utrgv.bonfirehub.com )

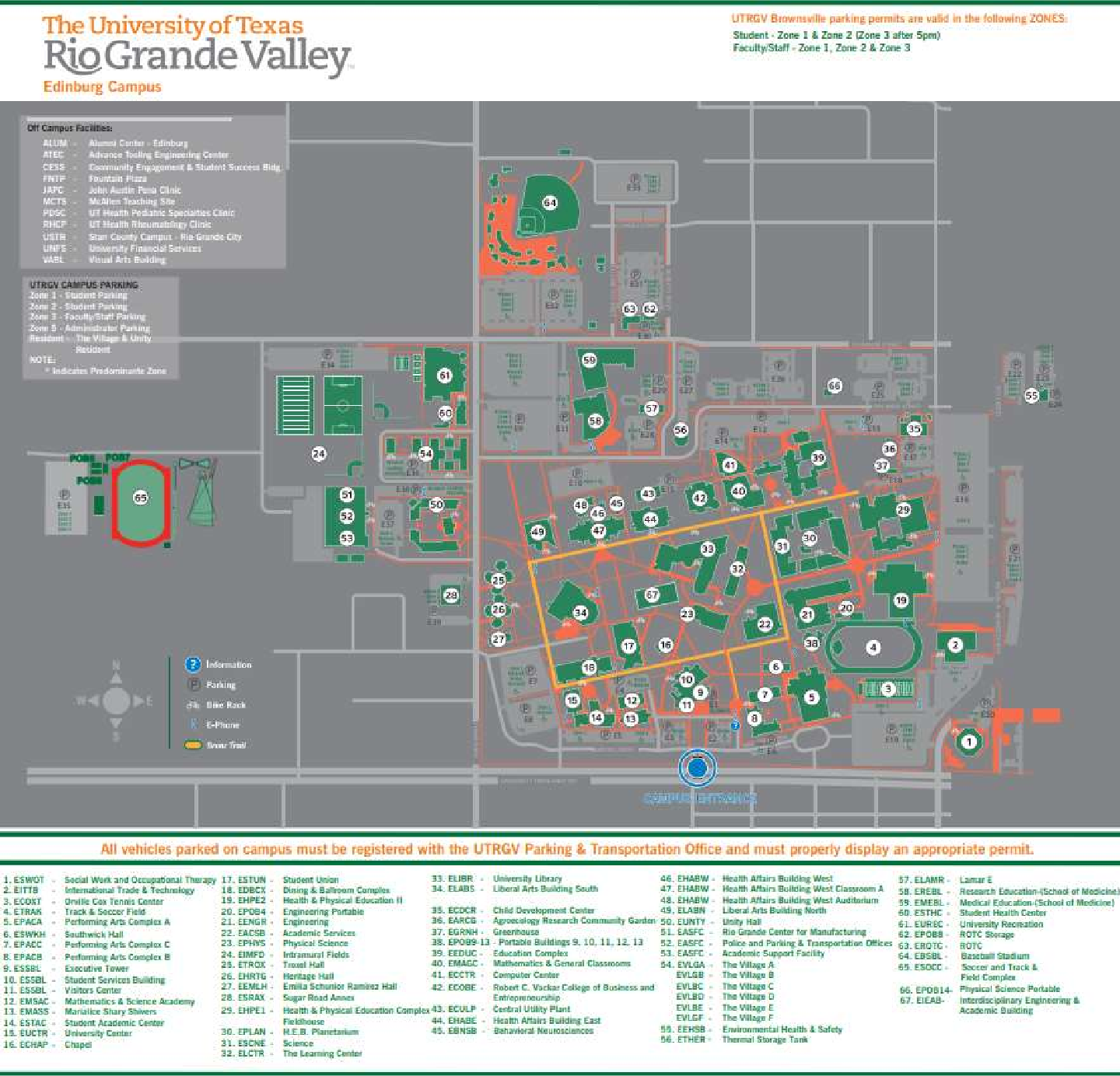
**APPENDIX THREE**

**HUB SUBCONTRACTING PLAN**

(Please find this document in Bonfire https://utrgv.bonfirehub.com).

**APPENDIX FOUR CAMPUS MAP**

**Edinburg Campus: https://**[**www.utrgv.edu/\_files/documents/admissions/visit/utrgv-edinburg-map.pdf**](http://www.utrgv.edu/_files/documents/admissions/visit/utrgv-edinburg-map.pdf)



### APPENDIX FIVE

### ACCESS BY INDIVIDUALS WITH DISABILITIES

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

### APPENDIX SIX

### ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS

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

University is primarily a Microsoft products environment.

**Basic Specifications**

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

**Security**

1. Has the EIR been tested for application security vulnerabilities? For example, has the EIR been evaluated against the Open Web Application Security Project (**OWASP**) Top 10 list that includes flaws like cross site scripting and SQL injection? If so, please provide the scan results and specify the tool used. University will not take final delivery of the EIR if University determines there are serious vulnerabilities within the EIR.
2. Which party, Proposer or University, will be responsible for maintaining critical EIR application security updates?
3. If the EIR is hosted, indicate whether Proposer’s will permit University to conduct a penetration test on University’s instance of the EIR.
4. If confidential data, including HIPAA or FERPA data, is stored in the EIR, will the data be encrypted at rest and in transmittal?

**Integration**

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

**Accessibility Information**

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

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

1 Electronic and information resources are defined in §2054.451, *Government Code* and 1 TAC §213.1 (6).

2 Voluntary Product Accessibility Templates are defined in 1 TAC §213.1 (19). For further information, see this VPAT document provided by the Information Technology Industry Council.

### APPENDIX SEVEN

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

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

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

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

**General Protection of University Records**

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

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

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

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

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

**Access Control**

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

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

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

**Use of Data**

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

1. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that have access to the environment hosting all systems that would hold or process University Records, or from which University Records may be accessed, to ensure that University Records will not be accessed or used in an unauthorized manner?
2. What safeguards does Proposer have in place to segregate University Records from system data and other customer data and/or as applicable, to separate specific University data, such as HIPAA and FERPA protected data, from University Records that are not subject to such protection, to prevent accidental and unauthorized access to University Records ?
3. What safeguards does Proposer have in place to prevent the unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of University Records?
4. What procedures and safeguards does Proposer have in place for sanitizing and disposing of University Records according to prescribed retention schedules or following the conclusion of a project or termination of a contract to render University Records unrecoverable and prevent accidental and unauthorized access to University Records? Describe the degree to which sanitizing and disposal processes addresses University data that may be contained within backup systems. If University data contained in backup systems is not fully sanitized, describe processes in place that would prevent subsequent restoration of backed-up University data.

**Data Transmission**

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

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

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

**Notification of Security Incidents**

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

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

**Compliance with Applicable Legal & Regulatory Requirements**

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

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

### APPENDIX EIGHT

**FERPA CONFIDENTIALITY AND SECURITY ADDENDUM**

## This FERPA Confidentiality and Security Addendum (“**Addendum**”) is made and entered into effective as of **[**

**]** (the “**Effective Date**”) by and between **The University of Texas [ ]**, a state agency and institution of higher education established under the laws of the State of Texas (“**University**”) and **[ ]** (“**Contractor**”), (collectively, “**Parties**”). The purpose of this Addendum is to provide the terms under which Contractor is required to maintain the confidentiality and security of any and all University records subject to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“**FERPA**”) which Contractor will create, receive, or maintain on behalf of University pursuant to **[Identify underlying contract to which the Addendum is attached.]**(“**Underlying Agreement**”).

## **FERPA.** The Parties understand and agree that:

* 1. As part of the work (“**Work**”) that Contractor will provide pursuant to the Underlying Agreement, Contractor is expected to create, receive or maintain, records or record systems from or on behalf of University that (a) are subject to FERPA or (b) contain personally identifiable information from “Education Records” as defined by and subject to FERPA (collectively, “**FERPA Records**”) namely: **[Insert description of the types or categories of records subject to FERPA to be**

**created, accessed and or maintained by Contractor.]**. FERPA Records include all data in any form whatsoever, including electronic, written and machine readable form.

## Notwithstanding any other provision of the Underlying Agreement, this Addendum or any other agreement, all FERPA Records created, received or maintained by Contractor pursuant to the Underlying Agreement will remain the sole and exclusive property of University.

## **FERPA Compliance**. In connection with all FERPA Records that Contractor may create, receive or maintain on behalf of University pursuant to the Underlying Agreement, Contractor is designated as a University Official with a legitimate educational interest in and with respect to such FERPA Records, only to the extent to which Contractor (a) is required to create, receive or maintain FERPA Records to carry out the Underlying Agreement, and (b) understands and agrees to all of the following terms and conditions *without reservation*:

## **Prohibition on Unauthorized Use or Disclosure of FERPA Records:** Contractor will hold University FERPA Records in strict confidence. Contractor will not use or disclose FERPA Records received from or on behalf of University, including any FERPA Records provided by a University student directly to Contractor, except as permitted or required by the Underlying Agreement or this Addendum.

## **Maintenance of the Security of FERPA Records**: Contractor will use the administrative, technical and physical security measures, including secure encryption in the case of electronically maintained or transmitted FERPA Records, approved by University and that are at least as stringent as the requirements of UT System Information and Resource Use & Security Policy, UTS 165 at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts165-information-> resources-use-and-security-policy, to preserve the confidentiality and security of all FERPA Records received from, or on behalf of University, its students or any third party pursuant to the Underlying Agreement.

* 1. **Reporting of Unauthorized Disclosures or Misuse of FERPA Records and Information**: Contractor, within one (1) day after discovery, will report to University any use or

## disclosure of FERPA Records not authorized by this Addendum. Contractor’s report will identify: (i) the nature of the unauthorized use or disclosure, (ii) the FERPA Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure. Contractor will provide such other information, including written reports, as reasonably requested by University. For purposes of this **Section 2.3**, an unauthorized disclosure or use includes any access or use of an “Education Record” (as defined by FERPA) by a Contractor employee or agent that the employee or agent does not require to perform Work or access by any employee or agent that does not involve the provision of Work.

## **Right to Audit:** If University has a reasonable basis to believe that Contractor is not in compliance with the terms of this Addendum, University may audit Contractor’s compliance with FERPA as Contractor’s compliance relates to University’s FERPA Records maintained by Contractor.

## **Five Year Exclusion for Improper Disclosure of Education Records.** Under the federal regulations implementing FERPA, improper disclosure or redisclosure of personally identifiable information from University’s “Education Records” (as defined by FERPA) by Contractor or its employees or agents may result in Contractor’s complete exclusion from eligibility to contract with University for at least five (5) years.

1. **Return or Secure Destruction of FERPA Records.** Contractor agrees that no later than 30 days after expiration or termination of the Underlying Agreement or this Addendum for any reason, or within thirty

## (30) days after University’s written request, Contractor will halt all access, use, creation, or processing of FERPA Records and will return to University or Securely Destroy all FERPA Records, including any copies created by Contractor or any subcontractor; and Contractor will certify in writing to University that all FERPA records have been returned to University or Securely Destroyed. “**Secure Destruction**,” “**Securely Destroy**” and “**Securely Destroyed**” mean shredding, erasing or otherwise modifying a record so as to make it unreadable or indecipherable.

## **Disclosure.** Contractor will restrict disclosure of FERPA Records solely to those employees, subcontractors, or agents of Contractor that have a need to access the FERPA Records in order for Contractor to perform its obligations under the Underlying Agreement or this Addendum. If Contractor discloses any FERPA Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with restrictions and obligations that align with the restrictions and obligations imposed on Contractor by the Underlying Agreement and this Addendum, including requiring each subcontractor or agent to agree to the same restrictions and obligations in writing.

## **Termination**. This Addendum will remain in effect until the earlier of (a) expiration or termination of the Underlying Agreement, or (b) the date University terminates this Addendum by giving Contractor sixty

## (60) days’ written notice of University’s intent to terminate. **Sections 2**, **3**, **4**, and **6** of this Addendum will survive expiration or termination of the Underlying Agreement and this Addendum.

## **Breach.** In the event of a breach, threatened breach or intended breach of this Addendum by Contractor, University (in addition to any other rights and remedies available to University at law or in equity) will be entitled to preliminary and final injunctions, enjoining and restraining such breach, threatened breach or intended breach.

## **Governing Law.** The validity, construction, and performance of this Addendum are governed by the laws of the State of Texas, and suit may be brought in **Hidalgo** County, Texas to enforce the terms of this Addendum.

## **Non-Assignment.** The rights and obligations of the Parties under this Addendum may not be sold, assigned or otherwise transferred.

**AGREED TO AND SIGNED BY THE PARTIES.**

**The University of Texas Rio Grande Valley Contractor**

## By: by:

## Name: Name:

## Title: Title:

## Date: Date:

### APPENDIX NINE

### GDPR DATA PROTECTION ADDENDUM

This GDPR Data Protection Addendum (“**Addendum**”) is made and entered into effective as of **[ ] (**the “**Effective Date**”) by and between **The University of Texas System**, a state agency and institution of higher education established under the laws of the State of Texas (“**University**”) and **[ ]** (“**Contractor**”), (collectively, “**Parties**”). The purpose of this Addendum is to provide the terms related to privacy, confidentiality, and security which Contractor is required to adhere to, under applicable Data Protection Laws and Regulations, in order to process, handle, and store Personal Information on behalf of University as set forth in the Standard Agreement (“**Underlying Agreement**”).

### Definitions

* 1. “GDPR” means the European Union (EU) General Data Protection Regulation, EU 2016/679 of the European Parliament and of the Council.
  2. “Personal Information” means any and all data obtained directly from an individual or included in University Records (regardless of format) that (i) identifies or can be used to identify, contact or locate a natural person, or (ii) pertains in any way to an identified natural person. Personal Information includes obvious identifiers (such as names, addresses, email addresses, phone numbers and identification numbers) as well as biometric data, “personal data” (as defined in the GDPR) and any and all information about an individual’s computer or mobile device or technology usage, including (for example) IP address, MAC address, unique device identifiers, unique identifies set in cookies, and any information passively captured about a person’s online activities, browsing, application or hotspot usage or device location.
  3. “Privacy Laws” means all applicable U.S. and international laws that regulate the Processing of Personal Information. In particular, “Privacy Laws” includes the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Family Educational Rights and Privacy Act (FERPA), the Identify Theft Enforcement and Protection Act (ITEPA), the GDPR and other applicable laws that specify privacy, security or security breach notification obligations that affect the Personal Information or the provision of the services by Contractor.
  4. “Process” or “Processing” means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as collection, compilation, use, disclosure, duplication, organization, storage, alteration, transfer, transmission, combination, redaction, erasure, or destruction.
  5. “Security Breach” means a “personal data breach” (as defined in the GDPR), a “breach of the security of a system” or similar term (as defined in any other applicable Privacy Law) or any other event that compromises the security, confidentiality or integrity of Personal Information.
  6. “Sensitive Personal Information” is a subset of Personal Information, which due to its nature has been classified by law or by University policy as deserving additional privacy and security protections. Sensitive Personal Information consists of: (i) all government-issued identification numbers, (ii) all financial account numbers (including payment card information and health insurance numbers), (iii) individual medical records, genetic and biometric information, (iv) all data obtained from a U.S. consumer reporting agency (such as employee background investigation reports, credit reports, and credit scores), (v) user account credentials, such as usernames, passwords, security questions/answers and other password recovery data, (v) data elements that constitute “Special Categories of Data”, as defined by Article 9 under the GDPR, namely “Personal Information” revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.
  7. “Services” means any and all services that University requests the Contractor to perform under the Underlying Agreement.
  8. “Subprocessor” means any third party (including Contractor’s affiliates, agents, and subcontractors) that provides any services to Contractor and that may have access (including inadvertent access) to any Personal Information.
  9. “Transfer” means to disclose or otherwise make the Personal Information available to a third party (including to any affiliate or Subprocessor of Contractor), either by physical movement of Personal Data to such third party or by enabling access to Personal Data by other means.

### Contractor Obligations

* 1. Contractor will only Process or Transfer Personal Information as authorized by University and as necessary to perform the Services detailed in the Underlying Agreement.
  2. Contractor will promptly inform University in writing:
     1. if it is not in compliance with or cannot comply with any material term of this Addendum or of the Underlying Agreement, including any such term regarding the Services. In addition to any other rights of the University under this Addendum, the Underlying Agreement, or applicable law or regulation, in the event of such notice University at its sole discretion may (1) permit Contractor to use reasonable efforts to remedy any such non-compliance or (2) terminate Contractor’s further Processing of Personal Information under this Addendum and the Underlying Agreement;
     2. of any request for access to any Personal Information received from an individual who is (or claims to be) the subject of the data;
     3. of any request for access to any Personal Information received by Contractor from any government agency, entity, or official (including any data protection agency or law enforcement agency);
     4. of any other requests with respect to Personal Information received from University or other third parties, other than those set forth in the Underlying Agreement. Contractor understands that it is not authorized to and will not respond to the requests identified in items (ii), (iii), and (iv) above, unless Contractor is (1) explicitly authorized by University or (2) the response is legally required under a subpoena or similar legal document issued by a government agency, entity, or official that compels disclosure by Contractor.
  3. If Services involve Contractor’s collection of Personal Information directly from individuals, Contractor will provide the individuals with a clear and conspicuous written privacy notice, which notice will be reviewed by University before Contractor begins providing any Services set forth in the Underlying Agreement. The notice must comply with any legal requirements for the privacy notice in the jurisdictions where it is given, be translated into the languages used in connection with Contractor’s interaction with the individuals, and indicate that Contractor is processing Personal Information as a processor on behalf of University.
  4. If the Personal Information includes “protected health information” (or “PHI”) as defined in the Health Insurance Portability and Accountability Act and 45 Code of Federal Regulations (CFR) Part 160 and subparts A and E of Part 164 (collectively, HIPAA)”), then before Contractor may receive, maintain or create any Personal Information, Contractor will execute an appropriate Business Associate Agreement (“BAA”) as required by HIPAA with University. To the extent that the BAA conflicts with any term contained in this Addendum or the Underlying Agreement, the terms of the BAA will control.
  5. Subject to Section 2(b) of this Addendum, Contractor will cooperate with University and with its affiliates and representatives in responding to inquiries, incidents, claims and complaints regarding Processing of Personal Information or as otherwise needed for University to (1) demonstrate compliance with applicable Privacy Laws and (2) respect individuals’ rights under those Privacy Laws.
  6. Contractor must use reasonable efforts to stay informed of applicable legal and regulatory requirements for Processing of Personal Information. Contractor will ensure that its Processing complies with all applicable Privacy Laws, as well as Contractor’s and University’s privacy notices.

### Confidentiality and Data Access

* 1. Personal Information is considered Confidential Information of University. Contractor will not use or disclose Personal Information received from or on behalf of University, its students, faculty, or staff, or any third party pursuant to the Underlying Agreement, (including any Personal Information provided by a University student directly to Contractor), except as permitted or required by the Underlying Agreement or this Addendum. If Contractor discloses any Personal Information to a Subprocessor Contractor will require the Subprocessor to comply with the same restrictions and obligations that are imposed on Contractor by the Underlying Agreement and this Addendum, including requiring each Subprocessor to agree to the same restrictions and obligations in writing.
  2. Contractor will use the administrative, technical and physical security measures, including secure encryption in the case of electronically maintained or transmitted Personal Information, approved by University and that are at least as stringent as the requirements of UT System Information and Resource Use & Security Policy, UTS 165 at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts165-> information-resources-use-and-security-policy, to preserve the confidentiality and security of all Personal Information received from or on behalf of University, its students, faculty, or staff, or any third party pursuant to the Underlying Agreement.
  3. Contractor has implemented and will maintain documented appropriate business continuity and disaster recovery plans to enable it to continue or resume providing Services in accordance with the Underlying Agreement in the event of any disaster or other adverse event affecting the University and/or Contractor.
  4. Prior to allowing any employee, subcontractor, representative, agent, subprocessor, or other individual to process Personal Information, Contractor will (i) conduct an appropriate background check of the individual as permitted by law and in compliance with the Underlying Agreement, (ii) require the individual to execute an enforceable confidentiality agreement, and (iii) provide the individual with appropriate privacy and security training. Contractor will also continually monitor its employees, subcontractors, representatives, agents, subprocessors, or other individuals it provides or engages for compliance with the privacy and security program requirements.
  5. Contractor, within 24 hours after discovery, will report to University any use or disclosure of Personal Information not authorized by this Addendum or the Underlying Agreement. Contractor’s report will identify: (i) the nature of the unauthorized use or disclosure, (ii) the Personal Information used or disclosed,

(iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure. Contractor will provide such other information, including written reports, as reasonably requested by University.

* 1. Upon request, Contractor will provide University with information about the Contractor’s information security program. Contractor will also submit its data processing facilities for audit, during Contractor’s reasonable business hours, which will be carried out in a mutually-agreeable manner no more than ten (10) days after such request. In the event that such audit reveals material gaps or weaknesses in Contractor’s security program, University will be entitled to terminate Contractor’s Processing of Personal Information, including, termination of this Addendum and the Underlying Agreement permanently, or until such issues are resolved.

### Return of Records

Contractor agrees that no later than 30 days after expiration or termination of the Underlying Agreement or this Addendum for any reason, or within thirty (30) days after University’s written request, Contractor will halt all access, use, or processing of Personal Information and will return to University all records, including any copies created by Contractor or any Subprocessor, subcontractor, representative, agent, or other individual or entity that it provides or engages; and Contractor will certify in writing to University that all records have been returned to University.

### General Provisions

This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of Texas without regard to choice of law principles.

Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party’s address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

If to University:

The applicable U.T. Institution(s)’s Privacy/Data Protection Officer.

With copy to:

The University of Texas System Privacy and Data Protection Officer Office of Systemwide Compliance

210 West 7th Street Austin, Texas 78701

If to Contractor: \_

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner herein above provided.

### AGREED TO AND SIGNED BY THE PARTIES.

### The University of Texas Rio Grande Valley [Contractor]

By: By:

Name: Name: \_

Title: \_ Title: \_

Date:

Date: \_

### APPENDIX TEN

### CERTIFICATE OF INTERESTED PARTIES

### (Texas Ethics Commission Form 1295)

This is a sample Texas Ethics Commission’s FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. If not exempt under Section 2252.908(c), *Government Code*, Contractor must use the Texas Ethics Commission electronic filing web page (at https://[www.ethics.state.tx.us/resources/FAQs/FAQ\_Form1295.php)](http://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)) to complete the most current Certificate of Interested Parties form

and submit the form as instructed to the Texas Ethics Commission and University. **The Certificate of Interested Parties will be submitted only by Contractor to University with the signed Agreement.**

