



THE UNIVERSITY OF TEXAS AT DALLAS PROCUREMENT DEPARTMENT
TEXAS AGENCY #738, ph 972-883-2300 fax 972-883-6879 <http://www.utdallas.edu>
REQUEST FOR PROPOSALS RFP #UTD06042014-1
RFP RESPONSES DUE 07-01-2014 BY 3PM

Email, Fax or Mail, sealed RFP to –
Fax 972-883-6879
Purchasing@utdallas.edu

The University of Texas at Dallas

Or hand deliver/ air express
The University of Texas at Dallas
Purchasing M/S AD34
800 W CAMPBELL RD
RICHARDSON, TX 75080-3021

Delivery Address:
The University of Texas at Dallas
Central Receiving 972-883-2779
800 W. CAMPBELL RD
RICHARDSON, TX 75080-3021

For clarification of the Specifications, Responder may contact:

UTD Department:

Wray Weldon
Director, Enrollment Management
wray.weldon@utdallas.edu
972-883-6994

UTD Procurement:

Jay Carter, C.P.M.
Senior Buyer
carterj@utdallas.edu
972-883-2302

List the RFP #, opening date, your company name on the submitted RFP envelopes or documents.

Enter your Federal Employer's Identification Number. Sole owner should also enter Social Security Number.

By signature hereon, Proposer offers and agrees to furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP:

Responder address:

Federal ID#: _____

Vendor Name: _____

Address: _____

City-State-Zip: _____

Phone/Fax/email: _____

Printed Name: _____

Signature: _____

Group pricing. UTD will consider any offers available under Group government purchasing coops, group pricing such as: TXMAS, GSA, BUYBOARD, TCPN, USCommunities, E&I, DIR, Collin County Forum.



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_____ Check here if you would like to make this offer available to other UT schools.

_____ Check here to make this offer available to other government agencies.

_____ **HUB** Check here if your company is certified by Texas <http://www.window.state.tx.us/procurement/>

SBA Small Business Administration Government-wide Procurement Preference Goaling Program

_____ Check here if your company qualifies as one of the following per the SBA rules

<http://www.sba.gov/content/small-business-goaling>

- Small business concerns
- Small business concerns owned and controlled by service-disabled veterans
- Qualified HUBZone small business concerns
- Small business concerns owned and operated by socially and economically disadvantaged individuals
- Small business concerns owned and controlled by women

Federal Funds: All procurements of supplies, equipment, and services utilizing Federal Funds (e.g., Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations: Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Educational Institutions (even if part of a State or local government) follow: OMB

- A-21 for cost principles
- A-110 for administrative requirements, and
- A-133 for audit requirements

<http://www.whitehouse.gov/omb/circulars/index-education.html> Circulars: Educational and Non-Profit Institutions Documents

<http://www.whitehouse.gov/omb/circulars/a110/a110.html> OMB Circular A110

<http://www.epls.gov/> Excluded Parties List (Debarred Bidders List)

By signing this document vendor certifies they are in compliance with OMB A110 and are not on the Debarred Bidders List

Option to Extend. UTD shall have the option to extend this contract for 4 additional years (in 1 year increments) beyond this initial contract period. Notice shall be served at least 30 days prior to the end of the current contract period. If both the vendor and UTD agree to the new terms the contract may be renewed.

Right to Cancel. UTD shall have the right to cancel this contract with cause with 30 days notice during the initial year and without cause on a month to month basis during the renewal option years.

HUB. If this order is expected to go over \$100,000 HUB **Subcontracting Plan (HSP) Documents** are required by law to be supplied, available at this site:

<http://www.window.state.tx.us/procurement/prog/hub/hub-forms/>

WE MAY HAVE TO DISQUALIFY ANY BID OVER \$100,000 MISSING THE HSP DOCUMENTS!

F.O.B. destination, freight prepaid and allowed. Or show exact delivery cost and terms.

Best Interest of UTD. The University reserves the right to accept or reject all or any part of any RFP, waive minor technicalities and award the RFP that best serves the interests of UTD.

Brand names, Catalogs, or manufacturer's references are descriptive only, and indicate type and quality desired. RFPs on brands of like nature and quality will be considered unless advertised as **SOLE SOURCE**. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the RFP.

Implied Use. All parts and work shall conform in strength, quality and workmanship to the accepted industry standards for the intended and implied use of a major University. Unless otherwise specified, items offered shall be new and unused and of current date codes. Proposer represents and warrants that all products and services



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offered 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.

Award of Contract - A response to an IFB is an offer to contract based upon the terms, conditions and specifications contained herein. RFPs do not become contracts until they are accepted through a purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas. Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer; (3) University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.

Gifts. The Contractor has not given, offered to give, nor intends 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 the submitted bid, offer, proposal or contract.

Indemnify. The Contractor shall defend, indemnify, and hold harmless UTD, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Contractor or any agent, employee, subcontractor, or supplier of Contractor in the execution or performance of this bid, offer, proposal or contract.

Former State Executive. Contractor certifies that they are in compliance with section 618.003 of the Government Code, relating to contracting with the executive head of a state agency . If section 618.003, applies, Contractor will complete the following information in order for the bid to be evaluated: * Name of Former Executive: * Name of State Agency: * Date of separation from State Agency: * Date of Employment with Contractor:

Texas Prompt Payment Act. Terms Net 30 with a maximum past due interest of 4.25% per year, unless there is a bona fide dispute per the law. <https://fm.x.cpa.state.tx.us/fm/usas/prompay/rate/index.php>

Sales/Property Taxes. Purchases made for UTD use are exempt from the State Sales tax and Federal Excise tax. <http://www.cpa.state.tx.us/m23taxes.html>

Certificates of Insurance. For any Contract which requires the Contractor to provide on-site services, the Contractor shall, prior to commencement of work, provide UTD with Certificates of Insurance in the below amounts and shall maintain such coverage in effect for the full duration of the Contract. Contractor, consistent with its status as an independent Contractor, shall carry at least the following insurance in such form, with such companies and in such amounts (unless otherwise specified) as University may require:

-
- Director and Officer Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) on an occurrence basis;
 - Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limit of not less than One Million Dollars (\$1,000,000) per accident or disease. Policies must include All States Endorsement and a waiver of all rights of subrogation and other rights against the University;
 - Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal and Advertising Injury, Completed Operations/Products Liability, Medical Expenses, Interest of Employees as additional insured and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) per occurrence on an occurrence basis; and
 - Comprehensive Automobile Liability insurance covering all owned, non owned or hired automobiles to be used by Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
-

Construction Bonds: <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2253.htm#2253.021>
GOVERNMENT CODE CHAPTER 2253. PUBLIC WORK PERFORMANCE AND PAYMENT BONDS



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(4) "Public work contract" means a contract for constructing, altering, or repairing a public building or carrying out or completing any public work. § 2253.021. PERFORMANCE AND PAYMENT BONDS REQUIRED. (a) A governmental entity that makes a public work contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity: (1) a performance bond if the contract is in excess of \$100,000; and (2) a payment bond if the contract is in excess of \$25,000.

2010 Uniform General and Supplementary General Conditions

- **For use on all UT System and Institutional Construction Projects with a value $\geq$ \$100,000**
http://www.utsystem.edu/ogc/docs/constlaw/2010%20Final%20UGC_SGC.pdf

Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

Tax Certification. If Contractor is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

<http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.171.htm>

Eligibility Certification. Pursuant to Section 2155.004, Texas Government Code, A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based.. <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2155.htm#2155.004>

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor 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.

<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2107.htm#2107.008>

<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.903>

Texas Family Code Child Support Certification. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds

<http://www.statutes.legis.state.tx.us/Docs/FA/htm/FA.231.htm#231.006>

Access by Individuals with Disabilities. UTS150 – Access by Persons with Disabilities to Electronic and Information Resources Procured by The University of Texas System Administration and The University Of Texas System Institutions <http://www.utsystem.edu/bor/procedures/policy/policies/uts150.html>

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?_view=5&ti=1&pt=10&ch=213&sch=C&rl=Y](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?_view=5&ti=1&pt=10&ch=213&sch=C&rl=Y)

Vulnerability Testing of Network Hardware and Software. Vendor hereby certifies that the network hardware or software, as applicable, procured or leased under this Agreement has undergone independent certification testing for known and relevant vulnerabilities in accordance with §2059.060, Texas Government Code or Underwriter's Laboratories product standard UL-2825.

<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2059.htm#2059.060>

<http://www2.dir.state.tx.us/SiteCollectionDocuments/IT%20Leadership/TAC217.12%20Update.pdf>



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Notices. Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of the Agreement will be in writing.

Venue; Governing Law. Collin County, Texas, will be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Breach of Contract Claims. To the extent that Chapter 2260, Texas Government Code, is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The chief business officer of University will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the Agreement by University nor any other conduct, action or inaction of any representative of University relating to the Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts. <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2260.htm#2260.001>

Entire Agreement; Modifications. The Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by University and Contractor.

Loss of Funding. Performance by University under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate the Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

State Auditor's Office. Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), Texas Education Code. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

SAFEGUARDING OF Confidential Data: If the item(s) or service(s) specified on this order require Vendor access to Confidential Data (e.g., social security numbers, credit card numbers, FERPA protected data, HIPAA protected data), Vendor agrees it may (1) create, (2) receive from or on behalf of UTD, or (3) have access to records or systems containing Confidential Data. Vendor represents, warrants and agrees it will: (1) hold information in the strictest confidence and will not use or disclose information except as (a) permitted or required by this order, (b) required by law, or (c) otherwise authorized by UTD in writing; (2) safeguard information according to commercially reasonable administrative, physical and technical standards (e.g., National Institute of Standards and Technology, Center for Internet Security, Gramm-Leach Bliley Act) ; and (3) continually monitor its operations and take any action necessary to assure the information is safeguarded in accordance with the terms of this order. Vendor represents warrants and agrees that it complies with University Vendor Access Requirement <http://www.utsystem.edu/bor/procedures/policy/policies/int165.pdf> . At the request of UTD, Vendor agrees to provide UTD a written summary of the procedures the Vendor uses to safeguard this information. If an impermissible use or disclosure of any of the information occurs, Vendor will provide written notice to UTD within one (1) business day after Vendor's discovery of use or disclosure. Vendor will promptly provide UTD all information requested by UTD regarding the impermissible use or disclosure. In addition to any other termination rights set forth in this order and any other rights at law or equity, if UTD reasonably determines that



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the Vendor has breached any restrictions or obligations set forth in this section, UTD may immediately cancel this order without notice or offer to cure.

Ethics/Fraud Matters: No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy, Fraud Policy and applicable state ethics laws and rules available at the following websites:

http://www.utdallas.edu/utdgeneral/business/admin_manual/pdf/d111100.pdf

www.utsystem.edu/ogc/ethics <http://www.utsystem.edu/policy/policies/uts118.html>

Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, Fraud Policy or provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of the Agreement.

Antitrust laws. Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

Compensation for Specifications. The vendor has not received compensation for the participation in the preparation of the specifications for this bid, offer, proposal or contract.

Public Information Act. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). 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* (*Texas Government Code*, Chapter 552.001, et seq.). 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 Sections 552.101, 552.110, 552.113, and 552.131, *Texas Government Code*

Non-Disclosure. Contractor and UTD acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Contractor or UTD, unless (i) required by law, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

Publicity. Contractor agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of UTD's employees or use UTD's name in connection with any sales promotion or publicity event without the prior express written approval of UTD.

Freedom of Access and Use of Facilities. Contractor's employees shall have reasonable and free access to use only those facilities of UTD that are necessary to perform services under this Contract and shall have no right of access to any other facilities of UTD.



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Observance of UTD Rules and Regulations. Contractor agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, and parking and security regulations.

Contractor Personnel. Contractor shall maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under the Contract. Contractor shall assign a designated representative who will be responsible for the coordination and administration of UTD's requirements under the Contract.

Criminal Background Checks: We require all contractors to do criminal back ground checks on all your employees and subcontractors. We have zero tolerance for any un-professional or un-safe or harassment issues.

Proposal Evaluation Process University will select the Contractor by using the competitive sealed proposal process described in this Section. All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be opened publicly to identify the name of each Proposer submitting a proposal. After the opening of the proposals and upon completion of the initial review and evaluation of the 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 the Contractor.

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

At University's sole option and discretion, University may discuss and negotiate all elements of the proposals submitted by selected 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 will defer further action on proposals not included within the competitive range pending the selection of the Contractor; provided, however, University reserves the right to include additional proposals in the competitive range if deemed to be in the best interests of University.

After submission of a proposal but before final selection of the Contractor is made, University may permit a Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. 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.

Proposer's Acceptance of Evaluation Methodology. By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process, [b] the Criteria for Selection, [c] the Specifications and Additional Questions, [d] the terms and conditions of the Agreement, and [e] all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by University during this RFP process.



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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 the Services, and University has made no representation, written or oral, that any particular scope of services 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.

Criteria for Selection The successful Proposer, if any, selected by University in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to University. The successful Proposer is referred to as the "Contractor."

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

An evaluation team from University will evaluate proposals. The evaluation of proposals and the selection of the 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 the Contractor, will be those factors listed below:

- the cost of goods and services;
 - the reputation of the Proposer and of the Proposer's goods or services;
 - the quality of the Proposer's goods or services;
 - the extent to which the goods or services meet the University's needs;
 - the Proposer's past relationship with the University;
 - the impact on the ability of the University to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities;
 - the total long-term cost to the University of acquiring the Proposer's goods or services.
- **(Meets our Specifications)** The soundness of the respondent's understanding of the project goals and requested products and or services.
 - **(Most Responsive)** The respondent's detailed description of the deliverables, work plan, products, services, and time line.
 - **(Most Responsible)** The vendor qualifications, demonstrated capability, company profile, financial resources, staff background, previous similar projects, work with other Universities or Governments, Warranty and Quality assurance programs, and references.
 - **(Best Value)** The best overall combination of all factors including cost for the products, deliverables and services to be provided that provides the best total solution to UTD.

Company Qualifications:

- How many years in business?
- How many employees?
- Yearly sales dollars?
- How many customers do you have?
- What is your market share?
- Privately held or publicly traded?
- Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity?
- Pending litigation or claims filed against your company that would affect your company's performance under a Contract with University?
- List any Texas Universities, Texas Government Organizations or other Government or University customers you currently have?



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Please provide a list of customer references, names and contact information?
List what local Sales or Support teams you will use for Customer Service?

Approach to Project Services Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required products and services of this RFP.

Limitations. THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

About UTD. <http://www.utdallas.edu/about>

At The University of Texas at Dallas, our vision is to be one of the nation's best public research universities and one of the great universities of the world. We are ideally positioned to accomplish this goal as a global leader in innovative, high-quality science, business, and engineering education and research.

UTD is currently in the process of building several new buildings, hiring new professors, increasing our student enrollment and remodeling multiple buildings on campus as part of our Presidents goal of becoming the top research university in the area: <http://www.utdallas.edu/president/vision/>

Map of the UTD Campus <http://www.utdallas.edu/maps/>

END OF STANDARD TERMS AND CONDITIONS, BEGINNING OF SPECIFICATIONS:

Background

The University of Texas at Dallas (UTD) Office of Admission & Enrollment Services currently uses a vendor-hosted web-based Customer Relationship Management (CRM) product called "Enrollment Manager" to manage relationships and track outreach to prospective students. Enrollment Manager is based on the Microsoft Dynamics CRM platform. UTD uses the CRM undergraduate instance to manage prospective student data prior to enrollment. Outreach lists are created for direct mailings and email campaigns. Reports can be created or exported to measure the effectiveness of recruiting strategies.

The data elements imported into the current system are:

- Prospect/Applicant name
- UTD ID (if an applicant)
- Email address
- Postal address
- Birthday
- Gender
- Ethnicity
- Academic plan/interests
- Test score values
- Educational record (School, Class rank)

Current Challenges

There are several challenges with the current system. Although the CRM is being used at the undergraduate level for recruiting and communication purposes, performance and reliability continue to cause concern and disrupt business



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activities. Extended delays or errors are encountered frequently when running queries to create a population list. Generic server errors often occur when attempting to download or export outreach lists into a spreadsheet, disrupting the team's ability to complete a communication project on schedule. The graduate instance of Enrollment Manager was rejected and is no longer being used by campus departments due to performance issues, and is planned to be turned off by the end of August, 2014.

Objectives

The current project is intended to replace the existing solution with a more robust and reliable CRM that will be used for both undergraduate and graduate recruiting and office of communications staff in support of prospective student outreach to fulfill university enrollment growth objectives and operating efficiency.

The primary goals for the CRM conversion project are to improve outreach, responsiveness, and provide a more comprehensive view of the entire "prospect-to-enrolled" life cycle. Recruiters need the ability to track and manage interactions and transactions with prospects through multiple channels. For example, the need exists to target specific groups, using data analysis to determine which prospects are most likely to apply and why. A personalized mailing campaign could then be launched using both e-mail and traditional direct mail.

Request for Proposal

This Request for Proposal seeks a replacement solution for the current CRM to be employed by both undergraduate and graduate university recruiting staff.

Firms competing for this engagement should include the following minimum functional requirements:

- Firm overview, including industries served, areas of specialty, software vendor partnerships, and location of offices
- User account management; password authentication and expiration rules
- Password change & reset
- Browser session timeout
- Web interface secured via encryption such as SSL/TLS
- Contact Management
- Ad hoc and scheduled email campaigns (calendar-based)
- Tracking of email promotions
- Tracking of mailing interactions (bounce/open/read) and reports
- Importing of prospect lists (on-demand and scheduled) via mapped fields
- Checklist management (application requirements)
- Intuitive method for building outreach lists
- Tag prospects as deceased
- Ability for prospect to unsubscribe to communications
- Phone campaign management and tracking
- Build custom reports based on multiple criteria
- Perform predictive yield modeling
- Perform dynamic outreach campaigns
- Provide Entity Relationship diagram
- Concept of opportunity (won or lost)
- Duplicate ID Management
- Export outreach lists to Excel spreadsheet format
- Email HTML editor, validation and preview



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In addition to the minimum functional requirements above, firms competing for this engagement should attempt to address this additional preferred functionality:

- Security roles allowing segregation of prospects by department (for example, allow graduate-only access to appropriate records)
- Support Social Media integration
- Integration with Microsoft Outlook
- Same login for all modules
- Auto-reminder emails to candidates
- Event surveys and reporting after events
- Mobile application integration
- Database export for local Data Warehouse
- Web portal for constituents
- Event management integration
- Annotate conversations

Also required by the University is the Vendor Survey from our Office of Information Security. It will be posted as on the Electronic State Business Daily with the RFP.



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PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Company Name)

To: The University of Texas at Dallas UTD.

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the goods and services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

Pricing for Services Offered

Delivery Schedule of Events and Time Periods

Include any detailed proposal here: