



THE TEXAS A&M UNIVERSITY SYSTEM

Office of Procurement and HUB Program

REQUEST FOR PROPOSAL

RFP NUMBER: RFP01-ESS-24-196

EMNS SOFTWARE

PROPOSAL MUST BE RECEIVED PRIOR TO:

2:00 P.M. Central Time on June 3, 2024

EMAIL RFP RESPONSES TO:

soprocurement@tamus.edu

SUBJECT LINE: ESS-24-196 EMNS Software

NOTE: Proposal response must be received by The Texas A&M University System Office of Procurement and HUB Program before the date and time specified for receipt of proposal as stated within Section 2.3 of this RFP. After the due date and time, only the names of respondents will be made public.

REFER INQUIRIES TO:

Jeff Zimmermann, Executive Director
Procurement and Business Services | HUB Program
The Texas A&M University System
Email: soprocurement@tamus.edu

All proposals shall become the property of The Texas A&M University System and the State of Texas upon receipt. Proposals may be subject to public review after contracts have been executed. Refer to Section 5G for more information regarding confidential and proprietary information.

TABLE OF CONTENTS

SECTION 1. INTRODUCTION	3
SECTION 2. INSTRUCTIONS FOR RESPONDENTS	5
SECTION 3. SCOPE & SUPPORT	9
SECTION 4. PROPOSAL RESPONSE	25
SECTION 5. GENERAL TERMS AND CONDITIONS	30
Exhibit A – Execution of Offer	32
Exhibit B – Non-Collusion Affidavit	34
Exhibit C – Insurance.....	35
Exhibit D – Master Services Agreement (Draft)	38

SECTION 1 - INTRODUCTION

1.1 Scope

The Texas A&M University System (“A&M System”) is seeking proposals for qualified vendors to provide a enterprise-wide integrated Emergency/Mass Notification System (EMNS) solution to meet the needs of its universities and agencies (“Members”).

It is the intent of A&M System to establish a master services agreement (“Agreement”) with one or more firms (referred to as “Respondent” or “Vendor”) to meet the needs of its Members per the requirements listed in Section 3.

By submitting responses, each Respondent certifies that it understands this Request for Proposal (“RFP”) and has full knowledge of the scope and nature of the opportunity described herein. Each Respondent also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Respondent. Proposals shall be in accordance with the terms, conditions, and requirements set forth in this RFP.

1.2 About The A&M System

The Texas A&M University System is one of the largest systems of higher education in the nation, with a budget of \$7.8 billion. Through a statewide network of 11 universities, a comprehensive health science center, eight state agencies, and the RELLIS Campus, the Texas A&M System educates more than 153,000 students and makes more than 23 million additional educational contacts through service and outreach programs each year. System-wide, research and development expenditures exceed \$1 billion and help drive the state’s economy.

More information about the A&M System and all its Members can be found in the [A&M System About](https://www.tamus.edu/system/about/) page (<https://www.tamus.edu/system/about/>).

1.3 Priorities/Expectations

Respondents should note the following priorities/expectations with regard to the possibility of A&M System establishing a contractual relationship with any Respondent:

- (a) *Ensuring a Quality Level of Service.* This priority encompasses the quality of the level of service that can be provided to all A&M System Members in a timely, cost-effective manner. A&M System is seeking a Respondent or Respondents that will ensure the provision of such quality in its delivery of service through proven techniques and established metrics.
- (b) *Level of Experience and Expertise.* Respondent must demonstrate capabilities in providing the utmost level of experience and expertise to ensure successful completion and implementation of services as determined by the A&M System.
- (c) *Delivery Efficiency as it Relates to Total Costs.* Respondent must demonstrate its ability to deliver the required services in a cost-effective and timely manner while not sacrificing the quality required by the A&M System.

1.4 Calendar of Events

<u>Activity</u>	<u>Date</u>
Release of Request for Proposal	May 8, 2024

Deadline to Submit Questions	May 20, 2024
Release of Addendum (if applicable)	May 24, 2024
Responses Due	June 3, 2024
Selection of Respondents	TBD

A&M System will make every effort to adhere to the above schedule. The schedule, however, is subject to change. This may be in the event that further clarification of responses or terms of contract are in the best interest of A&M System and/or in the event A&M System requires more time to ensure that the selection of the Respondent is in accordance with its policies, rules and regulations, as well as actual timing needs.

1.5 Performance Period

Should the A&M System, in its sole discretion, enter into an Agreement with one or more successful Respondents as a result of this RFP, the resultant Agreement shall be effective upon execution for a period of three (3) years. Any resultant Agreement may be extended for up to two (2) additional two (2) year terms, providing all parties mutually agree in writing on the extension. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by the A&M System and negotiated in writing with the successful Respondent. The A&M System reserves the right to amend the terms of any resultant agreement as necessary to meet state or federal requirements.

SECTION 2 - INSTRUCTIONS FOR RESPONDENTS

2.1 General Information

The A&M System is seeking proposals from qualified hosting firms interested in providing an enterprise-wide integrated Emergency/Mass Notification System (EMNS) solution to the A&M System Members. This RFP outlines the scope and requirements within Section 3. While it is the intent of the A&M System to establish an Agreement with a pool of qualified providers for the services stated within this RFP, there is no guarantee that an award will be made or any agreement executed. If a pool of providers is established as a result of this RFP, Members will have the option to choose services and providers from the pool at their discretion.

Submittals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 120 days from the date of submission and may be subject to further extensions as negotiated. A statement to this effect should be contained in the Respondent's cover letter.

This RFP contains specific requests for information. Respondents are encouraged to examine all sections of this RFP carefully, as the degree of interrelationship between sections is critical. In responding to this RFP, Respondents are encouraged to provide any additional information they believe relevant.

Clause headings appearing in this RFP have been inserted for convenience and ready reference. They do not purport to define, limit or extend the scope of intent of the respective clauses. Whenever the terms "must" "shall" "will" "is required" or "are required" are used in the RFP, the subject being referred to is to be a required feature of this RFP and critical to the resulting submittal.

In those cases where mandatory requirements are stated, material failure to meet those requirements could result in disqualification of the Respondent's response. Any deviation or exception from RFP specifications must be clearly identified by the Respondent in its submittal.

Expenses for developing and presenting proposals shall be the entire responsibility of the Respondent and shall not be chargeable to the A&M System. All documentation submitted with the proposal response will become the property of the A&M System.

2.2 Examination of the Request for Proposal

Before submitting, each Respondent will be held to have examined A&M System requirements outlined in Section 3 and satisfied itself as to the existing conditions under which it will be obligated to perform in accordance with specifications of this RFP.

No claim for additional compensation will be allowed due to unfamiliarity with the specifications and/or existing conditions. It shall be understood that the Respondent has full knowledge of all of the existing and/or revised conditions and accepts them "as is."

2.3 Submittal Instructions

All proposals must be received by the A&M System, no later than **2:00:00 p.m. Central Time, June 3, 2024** electronically via email to soprocurement@tamus.edu with the subject line of **"ESS-24-196 – EMNS Software."** The sent time indicated within the A&M System email server shall be used for the receipt and acceptance of the response. It is each Respondent's responsibility to ensure that the entire submittal response is received by the A&M System by the deadline stated

above regardless of submission method. **Late proposal responses will not be considered under any circumstances.**

A file sharing tool may be used to submit the proposal response if large file sizes are an issue. If opting to use a file sharing tool it is recommended that Respondents send a test file prior to the due date.

Submittal File Format: Submission shall be saved as two (2) separate files in Adobe Portable Document Format (PDF) according to the items listed below and named as such; **I) “company name – Proposal”** and **II) “company name – Forms.”**

2.4 Proposal Components

The following documents and all requirements from noted sections are to be returned as part of your proposal submittal. Failure to include these documents may be basis for response disqualification.

I. Proposal

- ✓ Cover Letter to include a brief introduction with interest and capability of the Respondent.
- ✓ Table of Contents
- ✓ Proposal, to include Sections 4.1 – 4.4
- ✓ Pricing Proposal, Section 4.5

II. Forms

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B) – signed and notarized
- ✓ Accessibility documentation (Section 3.5)
- ✓ HUB Goal Achievement Plan or HUB Subcontracting Plan (Section 4.7)

Proposal format: The proposal response shall be presented in the order listed above with sections noted accordingly for easy reference. The Table of Contents shall provide page numbers for each section of the proposal.

Note: Additional information regarding the Execution of Offer and Non-Collusion Affidavit.

- Execution of Offer: The signature in the Execution of Offer within the electronic copy shall serve as the official signature of record. Signature can be done electronically with DocuSign, Adobe or another similar tool.
- Non-Collusion Affidavit: The Respondent signature as well as the notarization on this document may be done electronically with DocuSign, Adobe or another similar tool. An agreement may not be executed with the awarded Respondent until this document is fully signed and notarized.

2.5 Inquiries and Interpretations

All questions concerning this RFP are to be directed, in writing, to Jeff Zimmermann, Executive Director, Procurement and Business Services to soprocurement@tamus.edu. Respondent may

not contact other individuals at A&M System to discuss any aspect of this RFP, unless expressly authorized by the A&M System Procurement office to do so.

Questions regarding the RFP, including questions for more data or information beyond that included in this RFP and any attachment, should be presented in writing. **Deadline for submission of questions is May 20, 2024.** The A&M System will publish all questions with responses according to the schedule in Section 1.4.

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum/amendment and posted to the Electronic State Business Daily (ESBD) at the following site; <http://www.txsmartbuy.com/sp>. (Input Agency Number “710” and select “Posted” for the Status)

It is the responsibility of all Respondents to check the ESBD for any and all addenda issued for this RFP. All such addenda/amendments issued by the A&M System prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in Exhibit A – Execution of Offer. Only those A&M System inquiries receiving a public reply via formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

2.6 Selection Process

The evaluation of the proposals shall be based on the information provided that the A&M System deems to represent the **best value** to the A&M System. The RFP provides the information necessary to prepare and submit proposals for consideration by the A&M System. All properly submitted proposals will be reviewed, evaluated, and ranked by the A&M System. The A&M System will rank the Respondents in the order that they provide the overall “best value” to the A&M System based on an evaluation of the responses to the RFP. The A&M System may interview one or more of the top ranked Respondents as part of the evaluation process.

The A&M System will base its choice on demonstrated competence, knowledge, and qualifications, on the reasonableness of the proposed fees for the services, and on the demonstrated ability to include businesses certified as a Historically Underutilized Business (HUB) in the state of Texas in the performance of a percentage of the scope of work; and if other considerations are equal, give preference to a Respondent who is certified as a HUB in the state of Texas, whose principal place of business is in the state of Texas, or who will manage the contract wholly from an office in the state of Texas.

The Respondent selected will be the one whose experience and qualifications, as presented in response to this RFP, establish them, in the opinion of A&M System, as well-qualified and offering the greatest benefits, experience and value to A&M System. A&M System may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should A&M System determine in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and executed with that Respondent. The contract will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the Respondent’s proposal as negotiated.

The most qualified Respondents as determined by A&M System MAY BE REQUIRED to interview with the evaluation committee before the final selection(s). If interviews are required, they will be done online through video conferencing, or in person if allowed at the time by A&M System

guidelines and agreed to by both parties. A&M System will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation, submission or interviews that may be conducted.

Submission of proposals indicates Respondent's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by A&M System during the evaluation process. The selection of the successful proposal(s) may be made by A&M System on the basis of the proposals initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful proposal(s) may be made by the A&M System on the basis of negotiation with any of the Respondents. A&M System shall not disclose any information derived from the proposals submitted by competing Respondents in conducting such discussions.

All proposals must be complete and convey all of the information requested to be considered responsive. If a proposal fails to conform to the essential requirements of the RFP, A&M System alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable, and therefore a candidate for further consideration, or not susceptible and therefore not considered for award.

A&M System may perform reference checks and seek further information, as needed from all Respondents whose proposals A&M System, at its discretion, considers viable, based on the initial evaluation and scoring. The Respondent's response to this requirement officially authorizes A&M System to contact these organizations to discuss the services and other considerations that the Respondent has provided to such organizations and authorizes the organizations to provide such information to A&M System and Respondent shall and hereby does release and hold harmless A&M System, the state of Texas, and the organization of any and all liability whatsoever, in connection with providing and receiving all such information. Any negative responses received from reference checks may be grounds for disqualification of the proposal.

A&M System reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous, and/or to make the award to the most responsive Respondent(s).

SECTION 3 - SCOPE AND SUPPORT

3.1 **General**

The Texas A&M University System (“A&M System”) is requesting proposals for for a mission-tested, turn-key, commercial-off-the-shelf enterprise-wide integrated Emergency/Mass Notification System (EMNS) solution to meet the needs of its universities and agencies (“Members”). The primary goal of the EMNS will be to provide timely notification of crisis, life safety, and security events using state-of-the-art notification methods, software, and support to all members of The Texas A&M University System who opt to use the selected EMNS provider(s). The secondary goal will be to provide notifications related to critical business operations. The target audience of the notifications includes employees, students, guests, parents, and other interested parties at one or more A&M System campuses, agencies, departments, and other Texas A&M University System entities (“Members”). While Members using the A&M System EMNS are primarily located in the State of Texas, there are additional A&M System Members and facilities across North America who may want to use the EMNS as well. **Scope**

The proposed solution(s) offered must address the expectations, features and capabilities in this section and meet the requirements stated in each section below.

Communication Channels

Table 1 below lists the communication channels that must be included as part of the proposed EMNS solution.

Communication Channels
SMS Text
Banner messages on web sites (<i>web widget</i>)
Building Fire Panel annunciators
Social Media (e.g. X, Facebook)
Email
EAS Integration
Desktop Popups
RSS feeds
Digital Signage
Telephone call
Mobile application
IPAWS
Wall mounted LED signage (e.g., Alertus beacon)
VOIP phone system (CISCO)
CAP-compliant devices / feeds

Table 1 – Communication channels that must be included in proposed solution

Table 2 below lists additional communication channels that A&M System is interested in implementing in the future. These channels are not required in the proposed EMNS solution. If one or more of these channels is included in the solution, each channel must be classified as optional.

Additional Communication Channels
IoT-compliant devices
Outdoor mass notification

Table 2 – Communication channels that may be included in proposed solution

Current Authentication Protocols

The following information describes the Single Sign-On (SSO) service authentication protocols in use at the A&M System to verify the identity of employees, students, and guests when they access intranet and internet services. The SSO authentication processes must support integrated multi-factor authentication.

1. Shibboleth Identity Provider (IdP) - implements the Security Assertion Markup Language (SAML) protocol 2.0:
 - a. The proposed solution's Shibboleth implementation must be SAML 2.0 compliant.
 - b. Division of IT documentation: <http://infrastructure.tamu.edu/auth/Shibboleth/shibboleth.html>
 - c. Official Shibboleth IdP documentation: <https://wiki.shibboleth.net/confluence/display/CONCEPT>
2. Central Authentication Service (CAS) protocol:
 - a. A&M System documentation: <http://infrastructure.tamu.edu/auth/CAS/cas.html>
 - b. A&M System fully supports the core CAS 3.0 specification. A&M System does not support long-term tickets ("remember me"), but does have some support for samlValidate. If the proposed solution wants to use SAML, samlValidate is limited to SAML 1.0/1.1. If the proposed solution uses SAML 2 then Shibboleth will need to be used instead.
 - c. Official CAS protocol documentation: <https://apereo.github.io/cas/4.2.x/protocol/CAS-Protocol.html>
3. Single Sign-On (SSO):
 - a. Shibboleth and SAML 2.0 protocols as described in item 1 above.
4. Two-factor Authentication:
 - a. Implemented via Duo Security's cloud based application (<http://duo.com>).

Policies and Regulations of Texas A&M University System, Rules and Standard Operating Procedures of Texas A&M University

The following links provide information about the institutional requirements and regulations at A&M University System concerning emergency management, secure access, storage, usage of information resources, and IT accessibility.

- A&M University System Policies and Regulations, Policy 34.07 ("Emergency Management") - [34.07 - Emergency Management \(tamug.edu\)](https://www.tamug.edu/policies/policy-34-07-emergency-management)
- A&M University System Policies and Regulations, Regulation 34.07.01 ("Emergency Operations Plans") - <https://policies.tamug.edu/34-07-01>
- A&M University System Policies and Regulations, Policy 29.01 ("Information Resources") - <https://www.tamug.edu/legal/policy/policy-and-regulation-library/>

- A&M University System, state, and federal regulations concerning website accessibility and other electronic and information resources – <https://it.tamug.edu/accessibility/resources-tools/laws-policies-standards/>

3.2 **Specifications and Requirements for Proposed Solution**

Please provide a complete response for each item in the remaining sections of this RFP. Providing only a reference to pages in other documentation will not necessarily constitute a valid response.

The term “guest” used in this RFP refers to a temporary visitor at one of the A&M System campuses, agencies, departments, or other Members. Examples of a guest could include a future student, a parent, a contractor, or a visitor at A&M System Member sponsored events.

The term “organization” used in this RFP refers to an independent group of EMNS administrators, notification publishers, and subscribers (employees, students, and guests) defined in the proposed solution that is managed by the A&M System without vendor intervention. For example, one EMNS organization could support Texas A&M University’s main campus in College Station, Texas, while another EMNS organization could support Texas A&M International University in Laredo, Texas.

A. Architecture / Availability / Security / Scalability / Maintenance

1. Describe the proposed solution’s delivery technology (e.g., cloud, on premise, or hybrid).
2. Describe how the proposed solution functions.
 - a. Include details of how the solution is a turnkey solution with all configuration and support originating from one provider.
 - b. List all other providers and their systems that are included as part of the solution.
 - c. Describe how the proposed solution will provide “High Availability” (HA) as an A&M System member EMNS. Identify any single points of failure and how they can be mitigated. Include details of how HA is supported for each cloud-based service that is included in the solution.
 - d. Provide details about the solution’s scalability and how it can be upgraded and enhanced as:
 - i. An A&M System member’s EMNS requirements change (e.g., specific software upgrades, feature enhancements, additional organizations, additional channels, additional numbers of subscribers, etc.).
 - ii. The mass notification industry continues to mature and new standards/guidelines are applied to the industry.
 - e. Describe how the solution supports sending a single notification simultaneously to multiple EMNS organizations at geographically separate locations across North America and the world. Include any limitations or additional requirements for the proposed communication channels to provide this type of support.
3. Describe how the proposed solution can generate periodic silent load tests of its software and hardware to help ensure the communication channels are healthy and ready to send notifications to current subscribers and devices. Include what system reports are available to confirm the results of load tests.
4. Describe how the proposed solution supports management of multiple organizations without vendor intervention.

- a. Include specific capabilities, functionality, and number of organizations that can exist simultaneously in the solution.
 - b. Describe how each organization provides its own uniquely named notification subsystem (e.g., notification templates, communication channels, subscribers, operators, administrators, reports, logs, etc.).
 - c. Describe how subscribers are managed such that they can register personal devices in multiple organizations and be easily identified by the solution administrators and API management interfaces.
 - d. Describe for each channel how subscribers will be able to quickly recognize which EMNS organization in the proposed solution sent a notification to their device(s).
 - e. Describe how all communication channels in the proposed solution are made available to each organization.
 - f. Describe how persons with the proper administrator or operator roles / permissions are provided access to one or more organizations.
 - g. Describe how the solution supports use of separate organizations so:
 - i. Solution's the A&M System's administrators can perform internal training and testing without vendor intervention.
 - ii. A&M System Members that use the solution can perform their own operator training without administrator or vendor intervention.
5. Describe the proposed solution's cloud reliability and specifications:
 - a. The proposed solution must have at least one (1) hosted data center operation located in a different geographic location than the State of Texas. Provide locations and tier classifications of the proposed data centers.
 - b. The proposed solution must provide robust security, operations and recovery capabilities as evidenced through data center attestations and certifications (e.g., AICPA SOC 2 and SOC 3, FedRAMP, ISO 22301, and ISO 27001). Describe how this is provided.
 - c. Please include the service level agreement statistics (up-time, etc.) for the proposed solution and describe how the solution and vendor guarantees that level is maintained.
 - d. Include a copy of the latest publicly available SOC 3 report for each proposed data center.
6. Describe how failover to hosted data centers will help eliminate or mitigate down time for the proposed solution.
7. Describe how the proposed solution monitors the system's health. Include the types of monitors as well as how and when the EMNS administrators are notified of detected errors (e.g., loss of communication to cloud services, database connection errors, suspicious login attempts, resource availability, etc.).
8. Describe standard and emergency system maintenance procedures and outage mitigation processes for the proposed solution's cloud-based channels.
 - a. Be specific about times of the month, times of day that the cloud system is unavailable.
 - b. Describe which communication channels are directly affected by cloud system maintenance or outages.

- c. Describe how customers of the proposed solution are notified about upcoming maintenance that impacts its communication channels. Include the lead time provided to customers before the system is impacted?
9. Describe the proposed solution's minimum SLA Level of Service Uptime and if it doesn't meet or exceed the "four nines" (shown below) please provide explanation and cost differences, if applicable.

Availability %	Downtime per year ^[note 1]	Downtime per month	Downtime per week	Downtime per day
90% ("one nine")	36.53 days	73.05 hours	16.80 hours	2.40 hours
95% ("one and a half nines")	18.26 days	36.53 hours	8.40 hours	1.20 hours
97%	10.96 days	21.92 hours	5.04 hours	43.20 minutes
98%	7.31 days	14.61 hours	3.36 hours	28.80 minutes
99% ("two nines")	3.65 days	7.31 hours	1.68 hours	14.40 minutes
99.5% ("two and a half nines")	1.83 days	3.65 hours	50.40 minutes	7.20 minutes
99.8%	17.53 hours	87.66 minutes	20.16 minutes	2.88 minutes
99.9% ("three nines")	8.77 hours	43.83 minutes	10.08 minutes	1.44 minutes
99.95% ("three and a half nines")	4.38 hours	21.92 minutes	5.04 minutes	43.20 seconds
99.99% ("four nines")	52.60 minutes	4.38 minutes	1.01 minutes	8.64 seconds
99.995% ("four and a half nines")	26.30 minutes	2.19 minutes	30.24 seconds	4.32 seconds
99.999% ("five nines")	5.26 minutes	26.30 seconds	6.05 seconds	864.00 milliseconds
99.9999% ("six nines")	31.56 seconds	2.63 seconds	604.80 milliseconds	86.40 milliseconds
99.99999% ("seven nines")	3.16 seconds	262.98 milliseconds	60.48 milliseconds	8.64 milliseconds
99.999999% ("eight nines")	315.58 milliseconds	26.30 milliseconds	6.05 milliseconds	864.00 microseconds
99.9999999% ("nine nines")	31.56 milliseconds	2.63 milliseconds	604.80 microseconds	86.40 microseconds

10. Describe how the proposed solution's notification delivery is affected during events like system maintenance or emergency failovers when the notification is published:
- Immediately prior to the event starting.
 - Just after the event starts but before the event is completed.
 - Immediately after the event is completed.
 - Describe how delivery statistics availability is affected for the three conditions above.
11. Describe if the proposed solution's voice and data communication methods/vendors have priority access through the Department of Homeland Security's Telecommunications Service Priority (TSP) program. If the solution has this certification, then include proof of the TSP certification level,
- Specify which communication channels of the solution make use of this certification.
 - Describe how the A&M System can benefit from using this functionality in the solution.
12. Describe the proposed solution's authentication processes. Include details of:
- How administrators, operators, and subscribers will authenticate via A&M System's authentication protocols (provided earlier in this RFP). Include a list of authentication protocols supported by the solution.
 - The solution's Shibboleth protocol implementation must be SAML 2.0 compliant.
 - How guest subscribers will authenticate.

- c. How administrators, operators, and subscribers will authenticate during an outage of normal A&M System authentication processes.
 - i. Specify how the solution will behave during such an outage to support login and multi-factor authentication.
- 13. Specify how the proposed solution meets the A&M System regulations, industry standards, and governmental guidelines and requirements for safeguarding sensitive information both at rest and in transit (specific links to A&M System policies, regulations, rules, and standards are provided earlier in this RFP). This requirement extends to:
 - a. All software application(s) in the proposed solution.
 - b. Self-subscription portals into the application.
 - c. Network traffic between all software and hardware of the proposed solution, other servers and appliances, cloud-based services, and client devices / applications (e.g., mobile app, desktop client).
 - d. Database storage, database connections, and data communications.
 - e. Specify what areas of the proposed solution do not meet these regulations and standards, and why.
- 14. Describe the communication channels listed in *Table 1* above that are provided in the proposed solution. Include how each channel works to deliver notifications, specify channel products/vendors, available settings in the software, channel capacity, delivery rate, and post-notification reporting data that is available per channel, etc.
- 15. Identify each communication channel in *Table 1* above that the proposed solution does not provide. Provide any plans the vendor has to support these channels.
- 16. Describe the communication channels listed in *Table 2* above that are provided in the proposed solution. Include how each channel works to deliver notifications, specify channel products/vendors, available settings in the software, channel capacity, delivery rate, post-notification reporting data that is available per channel, etc.
- 17. Describe the communication channels not listed in *Table 1* or *Table 2* above that are provided in the proposed solution. Include specific channel products/vendors, channel capacity, delivery rate, post-notification reporting data that is available per channel, etc.
- 18. Describe the software and hardware requirements (security protocols, operating system and database requirements, hosting requirements, virtual vs. physical, etc.) that must be provided on site at the A&M System member to implement the communication channels provided in the proposed solution.
- 19. Specify which communication channels of the proposed solution must communicate with cloud-based services. Describe how that communication is performed and how notification delivery is impacted should the solution lose communication to one or more of those services just prior to or during delivery.
- 20. Describe how each communication channel of the proposed solution maintains high availability (HA) 24 hours a day, 7 days a week to send notifications and manage subscriber updates. Include any HA monitoring performed by the solution and automatic messages provided to the A&M System member administrators about HA status.

21. Describe which communication channels in the proposed solution can deliver notifications to a minimum of 150,000 personal devices. Describe the delivery rates and issues that can affect delivery rates, etc.).
 22. Describe the vendor's in-house and customer-based testing methodologies for new versions of the proposed solution before they are released for production use.
 23. Describe how often new versions of the proposed solution are released. Include the length of time that customer support is provided for a version before customers must upgrade to a later version.
 24. Describe the process used to announce and apply hotfixes to versions of the proposed solution. Include details about direct support provided by the vendor to upgrade and test new versions before being placed into production.
 25. Describe how much lead time is provided to train operators and administrators before upgrades to the proposed solution are applied.
 26. Describe the online and in-person training provided by the vendor for operators and administrators of the proposed solution.
 - a. Include how the vendor supports "train-the-trainer" capability so that trained A&M System member staff can provide regular internal training without vendor involvement.
 - b. Include ongoing training throughout the term of the contract provided by the vendor to support EMNS administrators and operators.
- B. Solution Access / Notification publishing / Deployment / Targeting / Reporting
1. Describe how the proposed solution provides a web-based (thin-client) interface that supports concurrent logins of administrators and operators to:
 - a. Connect securely (TLS v1.2 or higher) via standard web browsers. Describe any limitations required by the solution (e.g., specific web browsers, specific security protocols, etc.).
 - b. Manage the application's mass notification activation flow for all communication methods, subscriber management, operators' permission and access, tracking and reporting, as well as access to all administrative aspects of the system.
 - c. Gain access to the solution's capabilities based on the administrator or operator's roles and permissions as well as solution access policy settings. Describe the solution's available settings for roles, permissions, and access policy settings.
 - i. Security for the solution overall
 - ii. Account permissions and security
 - iii. Data privacy and encryption
 - d. Authenticate and manage time-sensitive communications to any combination of employees, students, visitors, and interested parties at the A&M System's campuses, agencies, and departments.
 - e. Publish notifications using pre-defined templates or from scratch via a "one-button" click paradigm that activates any combination of communication channels and personal devices for one or more organizations simultaneously (e.g., mass communication devices only, devices of all subscribers, devices of subscribers filtered within geo-fence boundaries, devices filtered on subscriber database values, etc.).
 - f. Manage creation, editing, and removal of organizations.

- g. Manage creation, editing, and removal of operator and subscriber records per organization.
2. Describe the types of devices and operating systems that administrators and operators can use to access the web-based interface of the proposed solution.
3. Describe the proposed solution's API interface. Include access security, functions, and limitations of the API.
4. Describe the proposed solution's logs and administrative reports.
 - a. Include the solution's user roles that can manage and access these logs and reports.
 - b. Include the types of reporting available for the data in pre-defined notification templates, published notifications, and other metadata that is part of the client interface.
5. Describe settings available in the solution so that A&M System member can manage old data (e.g., notification data, error logs, activity logs, subscriber delivery statistics, etc.). Include if it is automatically archived or deleted.
6. Describe the methods and detailed steps involved for an operator to authenticate and publish a notification to a combination of communication channels using the proposed solution via the solution's interfaces (e.g., desktop and mobile device web-based interfaces, mobile application, etc.)? Specify how this process functions to send a notification:
 - a. To one EMNS organization.
 - b. Simultaneously to multiple EMNS organizations in geographically separate locations across North America or the world.
7. Describe in detail the options and capabilities of the proposed solution to incorporate per-organization branding of the communication channel as well as operator-facing and subscriber-facing interfaces (e.g., notification publishing software, desktop clients, mobile applications, etc.).
8. Describe the process supported by the vendor to provide live personnel to assist the A&M System member operators (24 hours a day, 7 days a week) to send cloud-based notifications should the A&M System member's access to the solution be temporarily unavailable.
9. Describe the proposed solution's process to provide response options from recipients on personal device communication channels (e.g., SMS text, email, mobile app, desktop popup, telephone call, etc.). Include how this process is managed by the organization during active alerts.
 - a. Itemize the communication channels that allow recipients to respond.
10. Describe the proposed solution's methods for targeting subscribers to receive notifications (e.g., geo-fencing, by organizations, by distribution lists, by specific subscriber database fields, etc.). Include the advantages and limitations of each method.
11. Describe the proposed solution's methods or techniques to escalate notifications to other devices or to other recipients when a previously alerted recipient fails to respond to a notification within a certain timeframe. Include how the solution allows operators and administrators to monitor or override the progress of these escalations as well as how the solution's notification templates can be predefined for escalation.

12. Describe the maximum character length allowed for notifications by each communication channel in the proposed solution. Include details about custom content available per channel (e.g., plain text, rich text, etc.) and how notification templates support this functionality.
13. Describe the proposed solution's methods to provide secure peer-to-peer communications for selected personnel (e.g., authenticated secure chats, calls, video, etc.). Include how and when these methods can be used.

C. Data Management / Subscription

1. Describe how the proposed solution provides an A&M System member-branded and formatted subscriber self-subscription portal and API access per organization and communication channel.
 - a. Include details of how the A&M System's required authentication protocols and processes (e.g., multi-factor authentication) provided earlier in this RFP are used by the portal.
 - b. Include details of the portal's behavior for each communication channel (SMS text, email, mobile app, desktop client, phone, etc.) for:
 - i. Adding a new subscriber
 - ii. Updating an existing subscriber
 - iii. Removing an existing subscriber
 - c. For new or updated subscribers, describe how the solution will publish a test notification to the subscriber's communication channel (e.g., SMS text, mobile app, phone, etc.), which channels allow the subscriber to confirm the notification, and what process is required to determine cause if the confirmation delivery fails.
 - d. For removed subscribers, describe how the solution confirms successful removal to the subscriber, which communication channels can be confirmed to the subscriber, and what process required to determine cause if the confirmation delivery fails.
 - e. For guest subscribers, include details of how the registration process supports limited duration registrations (e.g., defined by the A&M System member and selectable by guests for specific time periods, filtering on groups of authentication credentials) by specific communication channel, how guests are identified and managed differently from employee and student subscribers, as well as how and at what times the guests are notified by this process (e.g., at time of registration, when registration is removed, etc.).
 - f. Describe how the solution manages multiple notification groups and distribution lists. Include advantages and limitations of using the groups and lists.
2. Describe how the proposed solution manages subscribers removing their device from notifications without authenticating. Be specific for each applicable communication channel. For example: *suppose the solution allows a subscriber to remove a registered SMS text device by simply sending a text message to the correct SMS short code with the content "STOP". How would this functionality manage subscribers who are registered in more than one organization's alerting system?*
3. Describe the functionality in the proposed solution's web portal and API that manages:
 - a. Subscriber and operator record content (import/export/create/edit/delete). Include supported import/export file formats, encryption and secure transmission capabilities, detailed error logging, automated upload options, and how administrator notifications are provided by the solution.

- i. Include how manual and automatic uploading of data is managed (frequency, security, methodology, etc.)
 - ii. Provide supported data sources for uploads along with upload rates (e.g., active directory, HR data systems, csv files, etc.).
 - iii. Describe how record content can be imported and exported based on user roles (subscribers versus operators versus administrators). Include a list of data fields or data types (e.g., operator's role settings) that the solution cannot import or export.
- b. Creation and removal of A&M System member -specific fields and distribution lists per organization for operators and subscribers.
- c. Assignment of operators and subscribers to unlimited numbers of pre-defined and dynamic groups.

D. Customer Support

1. Describe how the vendor will provide on-line and toll-free telephone support with vendor's support engineers 24 hours a day, 7 days a week to A&M System member operators and administrators.
 - a. Describe what this support will look like for a member who has immediate alerting needs at any hour.
2. Describe support levels offered for the proposed solution (include response times).
3. Describe the support service policy and pricing offered within the terms of this agreement.
 - a. Will the solution provide an assigned technical solutions manager for this account?
 - b. How does the provider plan to ensure continuity with the technical solutions manager?
4. Describe how the vendor will provide an account manager and a technical customer contact for the A&M System who can provide regular phone and email support throughout the life of the contract.
 - a. During initial implementation and testing: teleconferences conducted weekly at a minimum. Meeting frequency can be reduced based on solution behavior and outstanding issues.
 - b. Provide a single point of contact for technical support (phone, email, onsite) and maintenance/regular operating system patching/replacement as part of the contract for all vendor-provided hardware and software required for the proposed solution.
5. Do you support user groups or advisory boards for users of the proposed solution or similar solutions? If so, how active are the groups and how responsive are you to their requests? Please provide examples.
6. What capabilities exist for dashboard or reporting functions for multiple organizations using the solution?

E. Other

1. Provide the proposed solution's name and current version.

2. Why should the A&M System select the proposed solution for implementation?
3. Provide examples of the vendor's willingness and ability to quickly adapt the proposed solution's functionality to meet new security and information standards that may be required by new federal and state laws or the A&M System regulations.
4. Provide examples of the vendor's willingness and ability to enhance the proposed solution with additional or updated notification methods and communication channels as technologies are enhanced and as the A&M System member's EMNS requirements change.
5. In addition to items listed in this section ("*Specifications and Requirements for proposed solution*"), provide any additional details about the proposed solution that you believe add value for the A&M System.

3.3 Questionnaire About Proposed Communication Channels

1. For each type of communication channels:
 - a. Provide an example of how you implemented across the institution and/or agency.
2. For the SMS Text channel,
 - a. How many SMS devices can one subscriber register in the proposed solution?
 - b. Do all registered SMS devices of a subscriber receive a notification sent to that subscriber?
 - c. What short codes are used to deliver the SMS text notifications in the proposed solution?
 - i. How often is there an addition, change, or removal of a short code from the list?
 - ii. When a short code is changed or removed, how much lead time does the vendor provide its customers to announce this to their subscribers?
 - d. What are the countries/phone number formats that subscribers can use to register their devices to receive SMS text notifications?
 - i. Can the A&M system limit the countries/phone number formats that can be registered in the solution per organization?
 - e. Can the vendor's aggregators block certain device numbers for any reason? If so:
 - i. What are the reasons that SMS Text numbers could be blocked?
 - ii. What actions or agreements are necessary to ensure the aggregators will not block A&M System device numbers registered in the proposed solution?
 - f. How will the device owner know at time of registration if the correct phone number was registered, and the device can actually receive SMS text notifications? What information is logged in the solution about issues encountered with registration (e.g., the text device number is blocked by the carrier, etc.)?
 - g. How are SMS text notifications delivered if the solution's primary aggregator is unavailable when the notification is sent? How many aggregators are automatically available to the solution to deliver a single notification should a delivery attempt fail using a previous aggregator?
 - h. What delivery time (minutes) can the A&M System member expect from the proposed solution to deliver a notification to all carriers of 10,000, 25,000, 50,000, 75,000, and 100,000 SMS text devices, respectively?
 - i. What delivery time reporting does the proposed solution provide per registered device?
 - i. Time delivered to the carrier?
 - ii. Time delivered to the device?
 - iii. Reason for delivery failure?
 - j. What other details in diagnostic logs and reports are provided?

3. For the banner messages on web sites channel,
 - a. How does the proposed solution implement this functionality and what settings are available?
 - i. How many active notifications does the banner display at the same time? Can this setting be adjusted?
 - b. What delivery time results does the proposed solution provide:
 - i. Time delivered to the web site, etc.?
 - ii. Reason for any failures?
 - c. What other details in diagnostic logs and reports are provided?
4. For the Fire Panel annunciators' channel, for example, Texas A&M University, (College Station) currently implements this channel to broadcast notifications over fire alarm speakers of compatible fire alarm panels (e.g., Siemens). The Mitel Revolution software polls the alerting solution for CAP-compliant feeds and broadcasts the content through Mitel paging relays to the fire panel interface.
 - a. Describe how the proposed solution can communicate with this channel. What other equipment (paging relays, fire panel brands, etc.) is needed for using this channel?
 - b. What delivery time results does the proposed solution's options provide per fire panel annunciator:
 - i. Time delivered to the device?
 - ii. Device broadcast the notification?
 - iii. Reason for delivery failure?
 - c. What other details in diagnostic logs and reports are provided?
5. For Social Media channels (Facebook, X, Instagram),
 - a. Describe how the proposed solution implements a notification to supported Social Media accounts.
 - i. How many accounts per organization can be managed in the solution?
 - ii. Who is responsible for managing the user credentials for the media Account(s) used by the organization in the solution?
 1. Include how the social media API credentials are managed within the solution.
 2. Include the roles in the solution (e.g., operators, administrators, etc.) that support managing the accounts and associated applications.
 - b. How are processing errors reported by the Social Media accounts within the solution?
 - i. Does the solution provide the error message content from the Social Media account's responses?
 - c. If the social media platform fails to accept the solution's notifications, describe the proposed solution's process of retry attempts?
 - d. If a notification exceeds the social media's maximum character length, how does the proposed solution handle delivery of that notification to the platform?
 - e. What other details in diagnostic logs and reports are provided?
6. For the Email channel,
 - a. How does the proposed solution implement this functionality? Include descriptions of email protocols that are supported as part of the solution (POP3, IMAP, SMTP, MAPI, etc.).
 - b. How does the proposed solution address the DMARC/SPF/DKIM email security compliance requirements that the A&M System requires for off-campus services delivering email on behalf of a member?

- i. For example, Texas A&M University's (TAMU) "@tamu.edu" domain and subdomains? See itselfservice.tamu.edu/tamucs?id=tamucs_kb_article&sys_id=KB0021277 for more information about TAMU's requirements.
 - c. How many email addresses can one subscriber register in the proposed solution?
 - d. Do all registered email addresses per subscriber receive notifications sent to that subscriber?
 - e. How will the mailbox owner know at time of registration if the email address can actually receive notifications (e.g., not blacklisted, etc.)?
 - f. How will the vendor avoid blacklisting subscriber email addresses by the solution's email provider(s)?
 - g. What delivery time results does the proposed solution provide per email address:
 - i. Time delivered to the email server?
 - ii. Time delivered to the email box?
 - iii. Reason for delivery failure?
 - h. What other details in diagnostic logs and reports are provided?
7. For the EAS for FM / TV and Cable Television channels, for example, TAMU uses Dasdec-II equipment running V.4 software to process notifications. TAMU's current EMNS vendor provides the appliances necessary to retrieve new notifications and push them to the Dasdec equipment.
- a. Describe how the proposed solution will provide an IPAWS and CAP-compliant data feed for the EAS equipment at the A&M System.
 - b. What delivery time results does the proposed solution provide:
 - i. Time delivered to the EAS system?
 - ii. Reason for delivery failure?
 - c. What other details in diagnostic logs and reports are provided?
8. For the Desktop Popup application channel,
- a. The A&M System currently implements this channel via a client application provided by the current EMNS vendor.
 - b. How many organizations can the proposed application monitor simultaneously from a single client computer?
 - c. How many dashboards can the product poll simultaneously? How does it display alerts from multiple dashboards at the same time?
 - d. Can more than one instance of the client be installed on a single computer so each instance can monitor notifications for different organizations?
 - e. List the operating systems and versions that support running the client application.
 - f. Does the client application enforce https protocol?
 - g. Can the client software be distributed on a schedule determined by A&M System? If yes, please describe the process.
 - h. Does the client software automatically update itself on regular intervals? If yes, please describe how administrators will know that the process is successful?
 - i. What options does the proposed solution provide to deliver the client software to subscriber computers (e.g., download from vendor's cloud, download by A&M System member administrators, manually provide the installer application to the computer owners or system administrators, etc.)?
 - j. How does the client software behave on the computer desktop when a new notification is ready to be displayed?

- i. What sounds can be played to accompany the notifications? How are sounds created (e.g., file format, etc.)?
 - ii. How does the client software take control of the desktop and what will the user see?
 - k. What delivery time (minutes) can A&M System expect from the proposed solution to deliver a notification to all 1,000, 5,000, 10,000, 25,000, and 50,000 SMS client computers, respectively?
 - l. What delivery time results does the proposed solution provide per client instance:
 - i. Time delivered to the device?
 - ii. Response received?
 - iii. Reason for delivery failure?
 - m. What other details in diagnostic logs and reports are provided?
9. For RSS feed channel,
- a. How many different RSS feeds can be created and managed per organization?
 - b. Do the RSS feeds enforce https protocol?
 - c. What details in diagnostic logs and reports are provided?
 - d. Describe in detail how administrators would create, save, and test RSS feeds in the proposed solution.
10. For the Digital Signage channel, for example, Members may implement this channel by providing an RSS or CAP-compliant feed that the cloud-based signage software consumes.
- a. Please list the vendors this proposed solution communicates with to send notifications?
 - b. How does the proposed solution implement this channel? (data standards, format, possible payload content, notification duration, etc.)
 - c. What delivery time results does the proposed solution provide:
 - i. Time delivered to the channel?
 - ii. Channel broadcast the notification?
 - iii. Reasons for delivery failure?
 - d. What other details in diagnostic logs and reports are provided?
11. For the Telephone Call channel,
- a. How does the proposed solution implement this channel?
 - b. How many devices can one subscriber register in the proposed solution?
 - c. Do all registered devices for one subscriber receive notifications sent to that subscriber?
 - d. What delivery time (minutes) can A&M System expect from the proposed solution to initiate calling of all 100, 500, 1000, 5,000, 10,000, 25,000, 50,000, 75,000, or 100,000 telephones, respectively?
 - e. What delivery time results does the proposed solution provide per phone number:
 - i. Time delivered to the device?
 - ii. Device broadcast the notification?
 - iii. Reason for delivery failure?
 - f. What other details in diagnostic logs and reports are provided?
12. For the Mobile application channel,
- a. Describe the settings available to the application users (e.g., *silent notifications* - mobile device vibrates to announce new notifications, but the device does not generate an audible signal)?

- b. Can vendor updates to this app be pushed to subscribers on a schedule determined by A&M System member (e.g., after the update has passed A&M System member internal tests)?
 - c. How does one mobile app support receipt of notifications from different organizations?
 - i. What information on the app describes which organization is sending a particular notification?
 - ii. How many organizations can send notifications to one instance of the mobile app on a device?
 - iii. Can more than one instance of the mobile app be installed on a single device with each instance receiving notifications from a different organization?
 - d. What operating systems and versions are supported for the mobile app?
 - e. What registration and notification statistics can be reported?
 - f. What other details in diagnostic logs and reports are provided?
13. For the IPAWS channel,
- a. How does the proposed solution implement this channel? (data standards, format, possible payload content, etc.)
 - b. What notification statistics can be reported?
 - c. What other details in diagnostic logs and reports are provided?
14. For the Wall-mounted LED signage channel(s),
- a. How does the proposed solution implement this channel? (supported signage products and vendors, data standards, format, possible payload content, notification duration, etc.)
 - b. What notification statistics can be reported?
 - c. What other details in diagnostic logs and reports are provided?
15. For the VOIP phone channel, A&M System members currently uses various VOIP software and associated devices to support campus telephony.
- a. How do you support the VOIP communication channel in your product? List the VOIP vendors that you support.
 - b. What delivery time results does the proposed solution provide per telephone device:
 - i. Time delivered to the device?
 - ii. Device broadcast the notification?
 - iii. Reason for delivery failure?
16. For other CAP compliant channels,
- a. How does the proposed solution implement this channel? (data standards, format, possible payload content, etc.)
 - b. How many CAP compliant feeds can be created per organization?
 - c. What notification statistics can be reported?
 - d. What other details in diagnostic logs and reports are provided?
17. For the XML feeds (or JSON),
- a. How does the proposed solution implement this channel? (data standards, format, possible payload content, etc.)
 - b. How many feeds can be created per organization?
 - c. Do the feeds enforce https protocol?
 - d. What details in diagnostic logs and reports are provided?
 - e. What other details in diagnostic logs and reports are provided?

18. For other communication channels provided in the proposed solution (e.g., IoT-compliant devices, outdoor mass notification speakers):
 - a. How does the proposed solution implement each channel? (supported products and vendors, data standards, format, possible payload content, etc.)
 - b. How many of each type of channel can be created per organization?
 - c. Does each channel enforce https protocol?
 - d. What diagnostics and reports are available for each channel?

3.4 **Accessibility**

Under Texas Government Code Chapter 2054, Subchapter M, Texas Administrative Code 206.70 and Texas Administrative Code 213 and implementing policy of A&M System's Regulations 29.01.04, the Texas A&M University System must procure Products that comply with the accessibility standards when such products are available in the commercial marketplace or when such Products are developed in response to a procurement solicitation. Accordingly, the Respondent must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

- a) **Provide your Accessibility Conformance Report (ACR) with your RFP response.** At a minimum your ACR should address accessibility, keyboard navigation, and screen reader accessibility. <https://www.itic.org/policy/accessibility/>
- b) **Provide Policy Driven Adoption Vendor Self-Assessment (PDAA) with your RFP response.** This Information and Communications Technology (ICT) accessibility assessment is for vendor organizations to describe how they are currently implementing accessibility policy and practices within their organizations. <https://dir.texas.gov/resource-library-item/policy-driven-adoption-accessibility-pdaa-vendor-assessment>
- c) Are all areas of your application fully Unicode compliant in terms of both data entry and display?
- d) Does your application fully support the major world orthographies (i.e., Chinese, Japanese, Arabic), including those with non-English directionality (R-L, or top to bottom)? Can it accommodate any practical orthographic tradition (i.e., Cherokee syllabics) that can be handled within Unicode?
- e) What is your timeline for making the solution fully accessible?

3.5 **TX-RAMP Certification**

Should respondent's product meet the Texas Department of Information Resources ("DIR") definition of a cloud computing service, respondent shall provide A&M System with evidence of its TX-RAMP compliance and certification at least thirty (30) days prior to the start of any agreement. (See also Exhibit D: 9. INFORMATION TECHNOLOGY: C. Cloud Computing Services).

SECTION 4 - PROPOSAL RESPONSE

The Respondent recognizes that in its selection process, A&M System will rely, in part, on the answers provided in response to this Section. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete.

4.1 Company Profile

- A. Provide a contact name for this RFP response, including title, address, telephone number and email address.
- B. Number of years in business: _____
- C. Number of Employees: _____ (company wide) _____ (relevant branch office(s))
- D. Annual Sales Volume: _____ (company wide)
- E. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- F. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with the Agencies.
- G. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.
- H. Provide the legal status of your company (private, wholly-owned subsidiary, holding company, public, etc.)
- I. Provide the corporate location of your firm.
- J. Provide an overview of your corporate history, including any and all acquisitions and mergers in the last five (5) years or within the next five (5) years.

4.2 Technical Proposal

Respondent should describe how their services can address the overall needs and requirements of the A&M System as described in SECTION 3 – SCOPE AND SUPPORT (all sections).

In responding to these requirements Respondent:

- Must provide narrative in response to the requirements described in Section 3.3 and Section 3.4.
- May provide services documentation that support their ability to meet the requirements of the A&M System.
- May provide other documentation and information to demonstrate the overall value of the Services.

Specifically, the successful Respondent(s) will provide the following core elements in the proposal:

- Discussion of the methodologies and practices used by the firm to address A&M System's needs.

- Describe specific and representative human resources the firm might assign to A&M System projects.
- Provide a clearly documented pricing methodology, as outlined in Section 4.5.

4.3 Vendor Information

1. Explain why the A&M System should consider the vendor as an EMNS provider.
2. Describe any onsite vendor support and applicable fees for the proposed solution that will be required during the contract period.
3. Explain how the vendor will prepare/train the A&M System member's technical staff and assist in the initial setup and deployment of communication channels, software installations, solution administrator and operator train-the-trainer, assist with API integration in existing subscriber registration processes, testing, and import of subscriber data from the current EMNS so the proposed solution is ready to publish notifications.
 - a. Include a total estimated timeline, required tasks, upfront preparation, and knowledge areas (e.g., server setup/install, network, security, etc.) of member staff that must be available to complete the effort.
4. Explain how the vendor plans to keep the proposed solution up to date with latest notification technologies, information security and software standards so that the A&M System continues to use a solution that is an enterprise level state-of-the-art EMNS.
5. Describe your recommended implementation strategy including onsite coordination and support services, best practice consulting options, and professional services.
6. Identify all third-party vendors involved in the proposed solution and describe these relationships.
7. How long has your firm provided the proposed solution?
8. How many of your customers are currently using the proposed solution's software (include versions that are in use)?
9. How many total subscribers is the proposed solution currently supporting?
10. How many universities is your firm currently supporting with an EMNS solution?
11. Provide the number of security incidents encountered with the proposed or other solutions (on premise or cloud versions) where subscriber telephone numbers, names, email addresses, or other personally identifiable information (PII) were possibly exposed by the solution?
 - a. Please describe each incident separately, including total time to recovery for each incident, and the data loss mitigation(s) used for the incident.

4.4 Vendor Qualifications

Respondent shall provide a response to the following items:

- A. Respondent must furnish at least four references from clients from the past three years for services provided similar in scope, size, and complexity to the scope of services described in Section 3 above. If possible, the A&M System requests that two of the references come from institutions of Higher Education and/or other public sector entities and ideally from schools within the A&M System.

- Company/Agency name & address
 - Contact person name & title
 - Contact phone number
 - Contact email address
 - Summary of services provided
- B. Has Respondent worked with the A&M System or any of its Members in the past two years? If yes, provide the specific member of the A&M System, point of contact (name, title, phone number, and email address), and a brief description of the work performed.
- C. Has Respondent had any work with A&M System Members non-renewed or cancelled for any reason in the past five years? If so, please provide details on work, agency, and time frame.
- D. Describe Respondent's core service offerings with particular reference to emergency management solutions and A&M System's preferred technologies as discussed in this RFP.

4.5 **Pricing Proposal**

Respondent shall provide a complete pricing proposal for the Services offered to include the following items as applicable.

- A. Describe in as much detail as possible the proposed methodology for pricing each service. For example:
- a. A single price to use all communication channels listed in *Table 1*.
 - b. For each communication channel listed in *Table 1*:
 - i. Describe any additional costs that must be calculated based on number of subscribers and why it is necessary. Include how this cost would be calculated for payment on an annual basis.
 - ii. Describe required computer infrastructure and itemized costs (as applicable) that will be required on site at A&M System member to support these channels (e.g., on premise server hardware, appliances and associated software, licensing, maintenance).
 - c. For each optional communication channel that is offered in the proposed solution, including those listed in *Table 2*:
 - i. the A&M System member will decide which, if any, of the channels to implement at the time the contract is awarded or at any time during the contract period.
 - ii. Describe the implementation process for each optional channel that will be required when A&M System member selects a channel for use.
 - iii. Itemize any one-time implementation and training costs per optional channel.
 - d. Software and Use license(s)
 - i. All communication channels provided in the proposed solution must be available to all organizations that the A&M System member implements in the solution.
 - ii. Identify any costs associated with creating new organizations in the solution.
 - e. Training as part of software upgrades and enhancements.
 - f. Professional Services.
 - g. Technical support (phone, email, vendor onsite at the A&M System).

- h. Additional hardware/software/services/maintenance provided by the vendor on site at the A&M System (e.g., appliances required to interface to the A&M System EAS equipment, etc.).
- B. There shall be no ongoing costs in regard to the agreement reached as a result of this RFP except those specifically requested by A&M System.
- C. Provide terms of payment for any services to be provided as part of the scope of this RFP.

Note: This pricing shall be based with the understanding that each Member will determine which EMNS provider to utilize from the awarded Respondents according to its needs. Respondents may provide additional pricing options that would provide discounts if multiple Members selected its EMNS services.

4.6 Proposal Considerations

- A. Proposals must include the required A&M System Member resources (People, Processes, Capabilities) to ensure the model(s) success.
- B. Proposal solution must include pricing and rate cards for three (3) years to coincide with the initial term of an Agreement.
- C. Proposal price must include cost of relevant tool licensing to deliver services.
- D. Any additional costs such as travel must be quoted as a separate line item. Allowed travel expenses must be in compliance with the State of Texas Travel Guidelines as defined by the Comptroller of Public Accounts.

4.7 Historically Underutilized Business (HUB) Requirements

It is the policy of the State of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) both directly and indirectly in prime contracting and subcontracting efforts. The goal of the HUB Program is to promote equal access and equitable opportunity in the A&M System contracting and purchasing activities.

A subcontracting opportunity is defined as any portion(s) of the scope contracted with a vendor to work, supply commodities for, or contribute towards completing work for a governmental entity.

The Respondent is required to submit a completed HUB Subcontracting Plan (HSP) form detailing how they will conduct a good faith effort to attract and incorporate State of Texas HUB-certified vendors to perform a percentage of the scope of work defined within this RFP.

The HUB participation goal for this RFP is 15% and the Respondent is required to conduct a good faith effort to achieve this goal through subcontracting opportunities, mentor protégé relationships, or other means of meaningful business relationships to increase the capacity and utilization of HUB firms. Maximizing meaningful opportunities to HUBs is of the utmost importance to The Texas A&M University System. The good faith effort requirement may be met through successful completion of the plans described below.

The Respondent is required to complete and submit a HUB Subcontracting Plan (HSP) form. Failure to submit a comprehensive, acceptable HSP form will be considered a material failure to comply with the requirements of this RFP and may result in rejection of the response. Refer to Section 2.6 for details on the A&M System's selection process.

HUB Subcontracting Plan (HSP) Form

The Respondent is required to review and complete the [A&M System HSP form](#).

In all cases, the Respondent is required to:

- i. Complete Section 1, Section 2, and Section 4 of the HSP form.
- ii. Determine whether it is probable that they will subcontract any portion of the scope within this RFP.
- iii. Complete either Method A, Method B, or Section 3 as applicable based on the response to Section 2.

If the Respondent determines it is probable that they will subcontract any portion of the scope within this RFP, the applicable HUB participation goal for this RFP is **15%**, and the Respondent is required to conduct and demonstrate a good faith effort to achieve this goal and list all anticipated subcontracting opportunities in Section 2b of the HSP form. **Note: In all cases, the HUB goal stated within this RFP takes precedence over the HUB goal stated on the downloaded HSP form.**

Please contact The Texas A&M University System HUB Program Office at SO-HUBProgram@tamus.edu for assistance with completing the requirements of this section. Respondents can submit a draft of their HSP form prior to submittal of their response to the RFP for review. All drafts must be submitted at least five business days prior to the RFP due date.

SECTION 5 - GENERAL TERMS AND CONDITIONS

- A. TERMS AND CONDITIONS: The A&M System reserves the right to accept, reject, modify, and/or negotiate any and all submittals received in conjunction with this RFP. It reserves the right to waive any defect or informality in the submittals on the basis of what it considers to be in its best interests. Any submittal which the A&M System determines to be incomplete, conditional, obscure, or which has irregularities of any kind, may be rejected. The A&M System reserves the right to award to the company, or companies, which in our sole judgment, will best serve our long-term interest.

This RFP in no manner obligates the A&M System to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by the A&M System without penalty or obligation at any time prior to the signing of a contract.

The Respondent must include a formal copy of any Respondent terms and conditions applicable to this transaction. Evaluation and acceptance and/or modification of these terms and conditions by the A&M System Office of General Counsel are essential prior to execution of any resultant agreement. In the event the Respondent does not supply terms and conditions with their submittal, A&M System terms and conditions will govern this transaction.

- B. GOVERNING LAW: Respondent agrees that, in the event of a dispute, laws of the State of Texas will prevail.
- C. NON-DISCRIMINATION: The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, genetic information, veteran status or disability protected by law. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a submittal, Respondent certifies that it will conform to the provisions of the federal Civil Rights Act of 1964, as amended.
- D. CIVIL RIGHTS REQUIREMENTS: All Respondents must comply with applicable civil rights laws.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting a proposal, the Respondent certifies that it does not, and will not, during the performance of any resultant Agreement, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
- F. DEBARMENT STATUS: By submitting a proposal, Respondent certifies that it is not currently debarred from submitting submittals on contracts nor is it an agent of any person or entity that is currently debarred from submitting bids on contracts.
- G. PUBLIC INFORMATION: Respondent is hereby notified that the A&M System strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information. The A&M System may seek to protect from disclosure all information submitted in response to this RFP until such time as the resultant Agreement is executed. Upon execution of the resultant Agreement, the A&M System 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. Respondent will be advised of a request for public information that implicates its materials and

will have the opportunity to raise any objections to disclosure to the Texas Attorney General.

- H. ALTERNATE PROPOSALS: A&M System reserves the right to consider alternate proposals submitted by Respondents. Alternate proposals shall be clearly marked "Alternate" with the proposed alternates clearly defined and all pricing/cost advantages included, if applicable.
- I. ANTITRUST: Respondent hereby assigns to the A&M System, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
- J. EXECUTIVE HEAD OF A STATE AGENCY AFFIRMATION: In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of the A&M System or any of its Members, (2) a person who at any time during the four years before the date of the contract was the executive head of the A&M System or any of its Members, or (3) a person who employs a current or former executive head of the A&M System or any of its Members.
- K. INSURANCE: Respondent shall obtain and maintain, for the duration of any resultant Agreement or longer, the minimum insurance coverage set forth on Exhibit C attached hereto.
- L. REQUIRED CONTRACT TERMS: The terms and conditions contained in the draft agreement attached as Exhibit D or, in the sole discretion of the A&M System, terms and conditions substantially similar to those contained in the attached agreement, will constitute and govern any Agreement that results from this RFP. If Respondent takes exception to any terms or conditions set forth in the attached agreement, Respondent will submit a list of the exceptions as part of its proposal. Respondent's exceptions will be reviewed by the A&M System and may result in disqualification of Respondent's proposal as non-responsive to this RFP. If Respondent's exceptions do not result in disqualification of Respondent's proposal, then the A&M System may consider Respondent's exceptions when the A&M System evaluates the Respondent's proposal.

EXHIBIT A
EXECUTION OF OFFER

RFP01 ESS-24-196

DATE: _____

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

A.1 Respondent Affirmation

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

This execution of offer must be completed, signed, and returned with the respondent's proposal. Failure to complete, sign and return this execution of offer with the proposal may result in rejection of the proposal.

Signing a false statement may void the submitted proposal or any agreements or other contractual arrangements, which may result from the submission of respondent's proposal. A false certification shall be deemed a material breach of contract and, at owner's option, may result in termination of any resulting contract or purchase order.

Addenda Acknowledgment

Receipt is hereby acknowledged of the following addenda to this RFP by entering yes or no in space provided and indicating date acquired. Enter "N/A" if none received.

No. 1 _____ Date _____

No. 2 _____ Date _____

A.2 Signature

By signing below, the Respondent hereby certifies as follows, and acknowledges that such certifications will be included in any resulting contract:

- (i) the Response and all statements and information prepared and submitted in response to this RFP are current, complete, true and correct;
- (ii) it is not given, 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 response or any subsequent proposal. Failure to sign below, or signing a false statement, may void the response or any resulting contracts at A&M System's option, and the Respondent may be removed from all future proposal lists at this state agency;
- (iii) the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of the Response;
- (iv) no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between Respondent and an employee of A&M System;
- (v) Respondent has not been an employee of A&M System within the immediate twelve (12) months prior to the RFP response;
- (vi) no compensation has been received for participation in the preparation of this RFP (ref. Section 2155.004 Texas Government Code);
- (vii) all services to be provided in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;

- (viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;
- (x) if the Respondent is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the Respondent's disqualification;
- (xi) under Section 231.006, Family Code, the Respondent or applicant certifies that the individual or business entity named in this RFP, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that any resultant agreement may be terminated and payment may be withheld if this certification is inaccurate; and,
- (xii) under Section 2155.006, Government Code, the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that any resultant agreement may be terminated and payment withheld if this certification is inaccurate.

Respondent shall provide their Federal Employer Identification Number (EIN), full VENDOR name, address and contact information in the spaces below. Failure to sign manually or with electronic signature (such as DocuSign or Adobe Sign) below will disqualify the proposal response. The person signing the submittal should show title or authority to bind his/her firm in contract.

Federal EIN/Taxpayer ID #: _____

Vendor/Company Name: _____

Authorized Signature: _____

Name: _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

<p>* By signing this RFP, Respondent certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Bidder as defined in Texas Government Code, § 2252.001(4).</p>

EXHIBIT B
NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "Respondent"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of A&M System or any employee thereof, or any person, firm or corporation under contract with A&M System whereby the Respondent, in order to induce acceptance of the foregoing Proposal by said A&M System, has paid or is to pay to any other Respondent or to any of the aforementioned persons anything of value whatever, and that the Respondent has not, directly or indirectly entered into any arrangement or agreement with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The Respondent hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, potential Respondent, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Respondents or potential Respondents, or to obtain through any unlawful act an advantage over other Respondents or A&M System.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the Respondent without consultation with other Respondents or potential Respondents or foreknowledge of the prices to be submitted in response to this solicitation by other Respondents or potential Respondents on the part of the Respondent, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned Respondent and each person signing on behalf of the Respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of A&M System, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature _____

Company Name _____

Date _____

Notary _____

Subscribed and sworn to before me this

_____ day of _____, 2024.

Notary Public in and for the County of _____, State of

_____. My commission expires: _____

EXHIBIT C INSURANCE

The Respondent shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to A&M System. By requiring such minimum insurance, A&M System shall not be deemed or construed to have assessed the risk that may be applicable to Respondent under this Agreement. Respondent shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Respondent is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

<u>Coverage</u>	<u>Limit</u>
1. <u>Worker's Compensation</u>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

2. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

3. Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures Respondent's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

4. Cyber Liability

Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data,

infringement of intellectual property, invasion of privacy and breach of data. Cyber Liability policy with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this **agreement and shall include, but not limited to, claims involving infringement of intellectual property**, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Such insurance shall be maintained and in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement. [SYSTEM AND/OR MEMBER] shall be given at least 30 days notice of the cancellation or expiration of the aforementioned insurance for any reason.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the System and its members require and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the System and its members.

5. **Additional Endorsements**

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and the Respondent as additional insureds.

6. Respondent will deliver to A&M System:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Respondent under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and A&M System as Additional Insureds up to the actual liability limits of the policies maintained by Respondent. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and A&M System. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to A&M System ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section.

Any deductible or self-insured retention must be declared to and approved by A&M System prior to

the performance of any services by Respondent under this Agreement. Respondent is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following A&M System contact:

The Texas A&M University System
301 Tarrow Street
College Station, TX 77840
Attn: Jeff Zimmermann
Facsimile Number: 979-458-6101
Email Address: jzimmermann@tamus.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by A&M System in writing.

EXHIBIT D
REQUIRED CONTRACT TERMS
DRAFT – NOT FOR EXECUTION

MASTER SERVICES AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND _____

This Services Agreement (“Agreement”) is entered into and effective _____ (the “Effective Date”), by and between The Texas A&M University System, an agency of the state of Texas (hereafter referred to as “A&M SYSTEM”), and _____, a _____ (hereafter referred to as “PROVIDER”). A&M SYSTEM and PROVIDER are sometimes hereafter referred to as “Party” individually or “Parties” collectively.

A&M SYSTEM and PROVIDER hereby agree as follows:

1. SERVICES

- A. This Agreement is not a contract to perform specific work but is intended to establish the terms and conditions under which the A&M SYSTEM and its member universities and agencies may contract with the PROVIDER for the services and to license and use PROVIDER’s platform as set forth in Exhibit A of this Agreement (“Services”) by executing an order form or purchase order (each an “Order Form”) with PROVIDER. The reference herein to “Member” or “Members” shall refer to the A&M SYSTEM or its member entity executing an Order Form. The A&M SYSTEM makes no guarantee of execution of an Order Form.
- B. The Order Form shall incorporate the specific Services requested by Member, the payment amount due to PROVIDER and the period of performance subject to the terms in this Agreement. The terms of this Agreement shall be incorporated into any Order Form executed by a Member and PROVIDER for the Services during the term of this Agreement and the Order Form shall reference this Agreement. The Order Form shall grant the Member a non-exclusive, non-sublicensable right and license to access and use the Services. Upon execution of such Order Form, such Member is only responsible for its own compliance with the terms and conditions of this Agreement.

2. TERM AND TERMINATION

- A. **Term.** The term of this Agreement begins on the Effective Date and continues for a period of _____ unless earlier terminated as provided herein; provided, however, that the terms of this Agreement shall remain applicable to any Order Form that was executed prior to the expiration or termination of this Agreement but whose period of performance extends beyond the expiration or termination of this Agreement. This Agreement may be extended for ____ (____) additional ____ (____) year periods upon mutual written agreement executed by the Parties.
- B. **Termination with Cause.** Either Party may terminate this Agreement effective upon written notice to the other Party if the other Party materially breaches any term of this Agreement and fails to cure such breach within ____ (____) days after receiving written notice of the breach. Furthermore, A&M SYSTEM may immediately terminate this Agreement if

(i) the PROVIDER's insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) the PROVIDER declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent.

- C. **Termination without Cause.** A&M SYSTEM may terminate this Agreement at any time upon ____ (__) days prior notice to PROVIDER.
- D. **Termination of an Order form.** The period of performance of any Order Form will be as provided in the Order Form. Either party to the Order Form may terminate such Order Form effective upon written notice to the other party if the other party materially breaches any term of this Agreement or the Order Form and fails to cure such breach within __ (__) days after receiving written notice of the breach. An Order Form may also be immediately terminated if (i) the PROVIDER's insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) the PROVIDER declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent. In the event that the Member terminates the Order Form pursuant to this Section, the Member shall receive a pro-rata refund of any fees prepaid by the Member that cover Services that have not been delivered by PROVIDER as of the date of such termination. Furthermore, Member may terminate the Order Form at any time upon ____ (__) days prior notice to PROVIDER. The termination of any one Order Form will not affect any other Order Form or this Agreement.

3. PAYMENT TERMS

- A. The A&M SYSTEM shall not pay any costs or fees as a direct result of this Agreement. The Member identified in the Order Form will pay the amount due to PROVIDER under such Order Form. The fees paid by Member to PROVIDER for the Services requested under the Order Form, shall be calculated based on the fee rate schedule attached as Exhibit B and made a part of this Agreement. The rate schedule may be renegotiated at the discretion of A&M SYSTEM upon renewal of this Agreement. Additional rates and fees may be negotiated on a Member specific Order Form, provided no less favorable than under this Agreement.
- B. PROVIDER shall invoice Member for amounts due consistent with the payment schedule as negotiated under the Order Form. Each invoice must reference the Order Form and Member's purchase order number (if applicable) and include a description of services provided along with documentation that Member may reasonably request to support the invoice amount. Member will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.
- C. As an agency of the State of Texas, the A&M System and its Members are tax exempt. Tax exemption certification will be furnished to PROVIDER upon request.

4. DATA PRIVACY AND SECURITY

- A. The Member shall retain all right, title, and interest in and to all information, data or other content that the Member, its employees, contractors, students, or any other third party on behalf of Member enter, submit or upload to Services or otherwise provide to PROVIDER under this Agreement and the Order Form (collectively, the "A&M System Data"). A&M System Data may include information relating to employees and students,

including, but not limited to personally identifiable information, social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state, and local laws, rules, and regulations.

- B. PROVIDER shall safeguard and maintain the confidentiality of the A&M System Data in accordance with applicable federal, state, and local laws, rules, and regulations. PROVIDER shall only use or disclose A&M System Data for the purpose of fulfilling PROVIDER's obligations under this Agreement, a Member's Order Form, as required by law, or as otherwise authorized in writing by the applicable Member. PROVIDER shall restrict disclosure of the A&M System Data solely to those employees, subcontractors or agents of PROVIDER that have a need to access the A&M System Data in order for PROVIDER to perform its obligations under this Agreement and a Member's Order Form. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Agreement and PROVIDER agrees that it shall be responsible for its subcontractors' and agents' compliance with such obligations.
- C. PROVIDER must promptly notify the applicable Member of any legal request for A&M System Data from a third party and take (and assist the Member) in taking appropriate steps not to disclose such A&M System Data.
- D. PROVIDER shall, within two (2) business days of discovery, report to the applicable Member any use or disclosure of A&M System Data not authorized by this Agreement or in writing by the applicable Member. PROVIDER's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the A&M System Data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what PROVIDER has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action PROVIDER has taken or will take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by the applicable Member.
- E. Within thirty (30) days of the expiration or termination of this Agreement or an Order Form, PROVIDER, as directed by a Member, shall return in acceptable electronic format all A&M System Data in its possession (or in the possession of any of its subcontractors or agents) to such Member or, at the Member's option, delete all such A&M System Data, if return is not feasible. PROVIDER shall provide the applicable Member with at least ten (10) days' written notice of PROVIDER's intent to delete such A&M System Data, and shall confirm such deletion in writing.

5. CONFIDENTIALITY

- A. The Parties anticipate that under this Agreement and the Member's Order Form it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party.

- B. "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
- C. The Receiving Party shall handle Confidential Information with the same care that the Receiving Party uses to protect its own information of comparable sensitivity, but not less than reasonable care. The Receiving Party may use Confidential Information only for purposes of performing its obligations under this Agreement and the Order Form and may disclose Confidential Information only to the Receiving Party's employees, contractors, agents, and other representatives ("Representatives") having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement and the Order Form, provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and the Receiving Party remains responsible for its Representatives' compliance with the obligations under this Section.
- D. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized disclosure, misappropriation, or misuse of Confidential Information and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.
- E. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement or the Order Form.
- F. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement or an Order Form for a period of one (1) year.

6. INTELLECTUAL PROPERTY

- A. PROVIDER shall retain all rights, title, and interest in and to the Services. PROVIDER represents and warrants that: (i) it has the full right, power, and authority to grant the rights and licenses to Members; (ii) the Services do not infringe upon or violate any copyright, patent, trademark, or other proprietary or intellectual property rights of any third party; (iii) the Services will perform substantially in accordance with PROVIDER's marketing materials and documentation, including without limitation, any user guides, technical specifications, training materials, instructions, documented policies or other written materials regarding the Services that are posted, delivered or otherwise made available by PROVIDER to Members; and (iv) PROVIDER and each of its employees,

subcontractors, or agents who will perform the Services has the necessary knowledge, skill, experience, and qualifications to provide and perform the Services in accordance with this Agreement, and the Services will be performed for and delivered to Members in a diligent, professional, workmanlike manner in accordance with industry standards.

- B. Subject to the statutory duties of the Texas Attorney General, PROVIDER shall indemnify, defend and hold harmless the A&M SYSTEM, Members, and their regents, employees, and agents (collectively, the "A&M System Indemnitees") from any Claim arising from or related to an allegation that any of the Services infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party ("Infringement Claim"). If the Services become or are likely to become the subject of an Infringement Claim, then PROVIDER may, at its expense and option, either: (a) replace or modify the Services to make them non-infringing, while maintaining equivalent functionality; (b) procure for the Members the right to continue using the Services pursuant to this Agreement; or (c) terminate this Agreement and refund the Members, on a pro-rata basis, the amount of any prepaid fees.

7. COMPLIANCE WITH LAWS

- A. PROVIDER shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.
- B. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.
- C. If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA"), Member hereby designates PROVIDER as a school official with a legitimate educational interest in any education records (as defined in FERPA) that PROVIDER is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. PROVIDER shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or Member in writing. PROVIDER is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Section, including without limitation, the prohibition on redisclosure. PROVIDER shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

8. INDEMNIFICATION

Subject to the statutory duties of the Texas Attorney General, PROVIDER shall indemnify, defend

and hold harmless the A&M System Indemnitees from and against any third-party claim, damage, liability, expense or loss asserted against the A&M System Indemnitees (each, a "Claim") arising out of (i) PROVIDER's negligent or willful errors or omissions under this Agreement, or (ii) PROVIDER's breach of any representation or warranty contained herein.

9. INSURANCE

Insurance requirements as stated within Exhibit C, attached hereto.

10. INFORMATION TECHNOLOGY

- A. **Electronic and Information Resources.** PROVIDER represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to a Member under this Agreement and the Order Form (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code) (the "EIR Accessibility Warranty"). If PROVIDER becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, PROVIDER shall, at no cost to the Member, 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. In the event that PROVIDER fails or is unable to do so, A&M SYSTEM and the Member may immediately terminate this Agreement and/or the Order Form, and PROVIDER will refund to the Member all amounts paid by the Member under this Agreement within thirty (30) days following the effective date of termination.
- B. **Access to Agency Data.** Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security control baseline required by the then-current risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"), to safeguard and preserve the confidentiality, integrity, and availability of A&M SYSTEM Data ("Security Controls"). Upon written request by the Member, PROVIDER shall provide the Member with evidence or a copy of the certification of its compliance with the Security Controls within thirty (30) days of such request.
- C. **Cloud Computing Services.** As of the Effective Date, PROVIDER represents and warrants that it complies with the then-current requirements of TX-RAMP. Pursuant to Section 2054.0593, Texas Government Code, PROVIDER shall maintain TX-RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. PROVIDER shall provide the Member with evidence of its TX-RAMP compliance and certification within thirty (30) days of the Member's request and at least thirty (30) days prior to the start of any renewal term of this Agreement. In the event that PROVIDER fails to maintain TX-RAMP compliance and certification throughout the Term, including any Renewal Term, A&M System and the Member may immediately terminate this Agreement and or the Order Form, and PROVIDER will provide a refund to the Member of any prepaid fees.
- D. **Cybersecurity Training Program.** Pursuant to Section 2054.5192, Texas Government Code, PROVIDER and its employees, officers, and subcontractors who have access to the Member's computer system and/or database must complete a cybersecurity training

program certified under Section 2054.519, Texas Government Code, and selected by the Member. The cybersecurity training program must be completed by PROVIDER and its employees, officers, and subcontractors during the Term and any renewal period of this Agreement. PROVIDER shall verify completion of the program in writing to the Member within the first thirty (30) calendar days of the Term and any renewal period of this Agreement. PROVIDER acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for A&M SYSTEM and the Member to terminate this Agreement and/or the Order Form for cause.

11. MISCELLANEOUS

- A. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties. In the event of a conflict between the terms of this Agreement and any other documents constituting part of this Agreement, the terms of this Agreement shall control.
- B. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- C. **Representations & Warranties.** If PROVIDER is a business entity, PROVIDER 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 this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.
- D. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER’s Service to Members. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of A&M SYSTEM or Members. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. PROVIDER and its employees shall observe and abide by all applicable A&M SYSTEM and Members policies, regulations, rules and procedures, including those applicable to conduct on its premises.
- E. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance

upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement.

- F. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M SYSTEM or Members.
- G. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- H. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- I. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
- J. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. A&M SYSTEM and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

A&M SYSTEM:	The Texas A&M University System 301 Tarrow St., Suite 273 College Station, Texas 77840 Attention: Jeff Zimmermann Phone: (979) 458-6410 E-mail: jzimmermann@tamus.edu
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PROVIDER: [_____] [_____]
Attention: _____
Phone: _____
Email: _____

- K. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- L. **Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against A&M SYSTEM or Members is to be in the county in which the principal office of A&M SYSTEM's or Member's governing officer is located.
- M. **Non-Waiver.** A&M SYSTEM and Members are an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. PROVIDER expressly acknowledges that A&M SYSTEM and Members are an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M SYSTEM and Members of their right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of A&M SYSTEM and Members.
- N. **Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M SYSTEM, Members and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of A&M SYSTEM or the applicable Member, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives A&M SYSTEM's or Member's sovereign immunity to suit or liability, and A&M SYSTEM and Members have not waived their right to seek redress in the courts.
- O. **Public Information Act.** PROVIDER acknowledges that A&M SYSTEM and Members are obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon A&M SYSTEM's and Member's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M SYSTEM or Members to A&M SYSTEM or Members in a non-proprietary format acceptable to A&M SYSTEM or Members that is accessible by the public. PROVIDER acknowledges that A&M SYSTEM and Members may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

- P. **Certification Regarding Business with Certain Countries and Organizations.** PROVIDER represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. PROVIDER acknowledges this Agreement may be terminated immediately if this certification is inaccurate.
- Q. **Certification Regarding Products from the Gaza Strip.** To the extent that PROVIDER is providing goods to a Member under this Agreement, PROVIDER represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.
- R. **Delinquent Child Support Obligations.** 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 under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- S. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- T. **State Auditor's Office.** PROVIDER understands that acceptance of funds under this 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 Section 51.9335(c), Texas Education Code. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.
- U. **HUB Subcontracting Plan.** It is the policy of the state of Texas, A&M SYSTEM and Members to encourage the use of Historically Underutilized Businesses ("HUB") in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in A&M SYSTEM and Member contracting and purchasing. PROVIDER has indicated it will not subcontract any of its duties or obligations under this Agreement. If PROVIDER will subcontract any of its duties and obligations under this Agreement, PROVIDER will be required to provide prior written notice to A&M SYSTEM and Members and make a good faith effort to submit a HUB subcontracting plan as required under Section 20.285 of the Texas Administrative Code.
- V. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the Term

of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

- W. **Verification Regarding Discrimination Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- X. **Verification Regarding Boycotting Energy Companies.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.
- Y. **Loss of Funding.** Performance by A&M SYSTEM and Members under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, A&M SYSTEM and Members will issue written notice to PROVIDER and A&M SYSTEM and Members may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of A&M SYSTEM and Members. In the event of a termination or cancellation under this Section, A&M SYSTEM and Members will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.
- Z. **Prior Employment.** PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits A&M SYSTEM and Members from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by A&M SYSTEM and Members during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of A&M SYSTEM or Members that was employed by A&M SYSTEM or Members during the twelve (12) month period immediately prior to the effective date of the Agreement.
- AA. **Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System's Board of Regents, nor any officer of A&M SYSTEM or Members, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.
- BB. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- CC. **Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for A&M SYSTEM or Members under this Agreement have not been designated as "Not Eligible for Rehire" as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 ("NEFR Employee"). In the event A&M SYSTEM or Member becomes aware that PROVIDER has a NEFR Employee involved in any

work being performed under this Agreement, A&M SYSTEM or Member will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by A&M SYSTEM or Member.

- DD. **Campus Secure Areas; Research Activities; Confidentiality.** Only applicable to the extent A&M SYSTEM enters into an Order Form for the RELLIS Campus, the parties acknowledge that activities at the RELLIS Campus involve the conduct of research, which may be highly sensitive in nature. The parties agree that PROVIDER's access to the RELLIS Campus (including access by its employees, agents, and subcontractors) shall be restricted to the locations and purposes described herein, or otherwise authorized by A&M System. The parties agree that all research and testing information and activities ("Research Activities") conducted or accessed on the RELLIS Campus shall be considered Confidential Information (as defined herein) belonging to the A&M System or the individual researcher or licensee conducting the Research Activities. PROVIDER agrees that it (including its employees, agents, and subcontractors) shall comply with any security processes and procedures communicated to PROVIDER before or during PROVIDER's access to the RELLIS Campus, and shall not attempt to access the Research Activities at the RELLIS Campus. In the event that PROVIDER (including its employees, agents, and subcontractors) should view, receive, hear, observe, or access Research Activities of any entity at the RELLIS Campus (whether from air space, office, hangar, common area, electronically, or by any other means), PROVIDER (including its employees, agents, and subcontractors) shall treat all such information as Confidential Information and shall use reasonable care to protect the Confidential Information from disclosure and not disclose, copy, photograph, record, retain, use or discuss any such Confidential Information. For purposes of this section, Confidential Information means any information not publicly known or available, including, but not limited to, sensitive, proprietary or other non-public information, or trade secrets, written or oral, whether or not it is marked as such, that is disclosed or made available to the receiving party, directly or indirectly, through any means of communication or observation. PROVIDER is responsible for ensuring compliance of its employees, agents and subcontractors with this section.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

The Texas A&M University System

[_____]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A – Service

Exhibit B – Fee Rate Schedule

Exhibit C - Insurance

DRAFT