



# THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

## **REQUEST FOR PROPOSAL**

**RFP NUMBER: RFP01 SOC-17-014**

**Controlled Unclassified Information and FAR 52.204-21  
Compliance**

**PROPOSAL MUST BE RECEIVED PRIOR TO:**

**2:00 P.M. Central Time (CT) on March 8, 2017**

**MAIL, HAND DELIVER, AND/OR  
EXPRESS MAIL PROPOSAL TO:**

**The Texas A&M University System  
HUB & Procurement Programs  
301 Tarrow 3<sup>rd</sup> Floor, Suite 366  
College Station, TX 77840  
Attn: Jeff Zimmermann**

Show RFP Number, Opening Date and Time on Return Envelope

**NOTE:** PROPOSAL must be time stamped at The Texas A&M University System Office of Procurement and HUB Programs before the hour and date specified for receipt of Proposal.

Pursuant to the Provisions of Texas Government Code Title 10, Chapter 2156.121-2156.127, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of RESPONDENTS will be made public. Prices and other proposal details will only be divulged after an agreement is executed, if any. Proposals and any other information submitted by RESPONDENT in response to this Request for Proposal shall become the property of TAMUS.

### **REFER INQUIRIES TO:**

**Jeff Zimmermann, Director  
The Texas A&M University System  
HUB & Procurement Programs**

**Email: [jjimmermann@tamus.edu](mailto:jjimmermann@tamus.edu)**

All proposals shall become the property of the State of Texas upon receipt. Proposals may be subject to public review after agreements have been executed. **Refer to Section 2.7 for more information regarding public information.**

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## SECTION 1 – INTRODUCTION

### 1.1 Scope

The Texas A&M University System (TAMUS) is seeking proposals to select a single RESPONDENT to provide services for assistance defining the necessary processes and organization to ensure compliance with the sweeping new Federal requirements for securing information systems and controlled unclassified information (CUI), basic and specified. This will include creating recommendations related to the implementation of a secure computing environment (secure enclave), data onboarding and supporting shared services organization to oversee compliance with Federal Acquisition Regulation (FAR), Defense Federal Acquisition Supplement (DFARS) and CUI security requirements, as discussed in Section 2. It is the intent of TAMUS to establish an agreement with a qualified company for the requirements listed.

By submitting responses, each RESPONDENT (also referred to herein as “Vendor”) certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. 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.

### 1.2 Project Goals

The goals of the project are to:

- Design and build the Research Security Office shared services organization and Secure Enclave
- Define the elements needed to create an overall computing environment, with areas of higher and lower security, that will ensure compliance with Federal requirements while having the lowest possible impact on expectations for an environment generally supportive of the free exchange of ideas
- Define the IT and policy requirements for secure enclaves, including thresholds at which a secure enclave must be used for storing and processing CUI
- Define the process for the onboarding of projects into secure enclave, including technology recommendations
- Transfer knowledge via change management, training, and support to A&M System personnel

### 1.3 Background

The Texas A&M University System is one of the largest systems of higher education in the nation, with a budget of \$4.2 billion. Through a statewide network of 11 universities and seven state agencies, the Texas A&M System educates more than 140,000 students and makes more than 22 million additional educational contacts through service and outreach programs each year. System-wide, research and development expenditures exceeded \$946 million in FY 2015 and helped drive the state’s economy. For more information about The Texas A&M University System, go to <http://www.tamus.edu/about/>.

The Texas A&M University System is one of the nation’s leading federal research organizations, ranked 46<sup>th</sup> among its peers by the National Science Foundation. In 2015, the DOD made changes to the regulations that govern the protection of CDI under DFARS as part of the previously existing Federal Acquisition Regulation (FAR). Subsequent additions to FAR of minimum computing security standards, and the adoption of CUI rules that apply to all written agreements backed by Federal funding have the potential for significant, adverse effects on research in the Texas A&M University System. These changes apply to any CUI data that is stored on or transits through TAMUS networks or computing environment. Failure to comply with all DFARS requirements by December 31<sup>st</sup>, 2017 risk cancellation of all inflight research initiatives with CDI. Failure to comply with broader, CUI guidelines by November 2018, may pose a similar risk to all other projects backed by Federal funding, directly or indirectly.

In response TAMUS is requesting assistance in establishing a shared services organization focused on providing its Member Organizations with the appropriate level of resources, processes, and guidance to comply with FAR and CUI requirements.

## 1.4 Priorities/Expectations

RESPONDENTS should note the following priorities/expectations with regard to the possibility of TAMUS 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 TAMUS customers in a timely, cost effective manner. TAMUS is seeking a RESPONDENT that will ensure the provision of such quality in its delivery of service through proven training techniques and established metrics.
- (b) *Level of Experience and Expertise.* RESPONDENT must demonstrate its capabilities in providing the utmost level of experience and expertise to ensure a successful solution as determined by TAMUS. RESPONDENT shall provide information describing the RESPONDENT'S managed services and project execution experience, including the experience of the resources, account managers, and other key personnel on similar engagements, including past experience within TAMUS. See section 3.9 (Specific Skills) for more detail.
- (c) *Delivery Efficiency as it Relates to Total Costs.* RESPONDENT must demonstrate its ability to deliver the required solution in a cost-effective and timely manner while not sacrificing the quality required by a Tier I research System.
- (d) *Financial Stability.* RESPONDENT must demonstrate its financial stability and capabilities in providing the required solution.

## 1.5 Performance Period

The Texas A&M University System expects to initiate the Project in April 2017, with a 12 to 18 month timeline to deliver a blueprint to all System Members. The initial term of any agreement resulting from this RFP shall be from date of execution through successful implementation of one secure enclave based on the reference architecture including at least one project/data migration; and the establishment of the Research Security Office. TAMUS reserves the right to negotiate an extension beyond the successful implementation if the need arises. Any extension must be agreed to in writing by both parties.

## SECTION 2 – INSTRUCTIONS FOR RESPONDENTS

TAMUS is soliciting proposals to select a single RESPONDENT to enhance the Research Security Office and for documenting in plain language, template form, the steps needed to achieve compliance with the NIST SP 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations”, documenting the additional steps necessary to also be compliant with DFARS 252.204-7012 “Safeguarding Covered Defense Information and Cyber Incident Reporting” and relating both in context to FAR 52.204-21 “Basic Safeguarding of Covered Contractor Information Systems”. Proposals and any other information submitted by RESPONDENT in response to this Request for Proposal shall become the property of TAMUS.

This RFP outlines requirements as specified in Section 3. 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, in that 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.

Each proposal shall be prepared simply and economically, providing a straightforward and concise description of RESPONDENT's ability to meet the requirements of this RFP. Emphasis shall be on completeness, clarity of content and responsiveness to the offer requirements. Expenses for developing and presenting submittals shall be the entire responsibility of the RESPONDENT and shall not be chargeable to TAMUS.

All technical questions concerning this RFP are to be directed to Jeff Zimmermann, Director, Procurement and Business Services, in writing, at [jzimmermann@tamus.edu](mailto:jzimmermann@tamus.edu). RESPONDENT may not contact other individuals at TAMUS to discuss any aspect of this RFP, unless expressly authorized by the Procurement Office to do so. Questions regarding the RFP, including questions for more data or information beyond that included in this RFP, should be presented in writing. **Deadline for submission of questions is by 5:00 P.M. February 23, 2017.** TAMUS will publish all questions with responses according to the schedule in Section 2.1.

### 2.1 Calendar of Events \*

<u>Activity</u>	<u>Date</u>
Release of Request for Proposal	February 15, 2017
Release of Addendum 1 (if applicable)	February 21, 2017
Deadline to Submit Questions	February 23, 2017
Release of Addendum 2 (if applicable)	February 27, 2017
Responses Due	March 8, 2017 by 2:00 pm CT
Selection of Finalists	TBD
Onsite Presentations for Finalists	TBD
Projected Start Date	TBD

\* TAMUS 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 agreement are in the best interest of TAMUS and/or in the event TAMUS requires more time to assure that the selection of the RESPONDENT is in accordance with its policies, rules and regulations, as well as actual timing needs.

## 2.2 Examination of the Request for Proposal

Before submitting, each RESPONDENT will be held to have examined TAMUS 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."

Upon completion of the initial review and evaluation of the proposals submitted, selected respondents may be invited as finalists to participate in oral presentations/interviews either in person or through a web-based meeting solution.

## 2.3 Proposal Submission Instructions

All proposals must be received by TAMUS, no later than **2:00 p.m. Central Time, March 8, 2017** in a sealed envelope or box marked **"RFP01 SOC-17-014"**

### Proposals are to be submitted to:

**MAIL, HAND DELIVER, AND /OR  
EXPRESS MAIL SUBMITTAL TO:  
The Texas A&M University System  
Office of HUB & Procurement Programs  
301 Tarrow, 3<sup>rd</sup> Floor, Suite 366  
College Station, TX 77840  
Attn: Jeff Zimmermann**

Late proposals will not be considered under any circumstances. Late submittals properly identified will be returned to RESPONDENT unopened.

## 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 will be basis for response disqualification.

- ✓ **Signed** Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B) – **signed and notarized**
- ✓ Section 3 – all requested information must be provided and all requirements must be met
- ✓ Section 4 – Respondent Questionnaire
- ✓ Section 2.9 – HUB Subcontracting Plan

**RESPONDENT shall provide one (1) original copy, three (3) additional hard copies, and two (2) electronic copies of the complete RFP response as specified above. Note: The electronic copy shall be combined in a single file.**

All electronic copies must either be in Microsoft Office software or Adobe Portable Document Format (PDF). All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif and submitted on a CDROM or thumb drive. We prefer image files to already be inserted as part of a document such as a PDF. Individual image files on the electronic media must be clearly named and referenced in your proposal response.

**NOTE:** The original signature on the ONE (1) hard copy will serve as the official signature of record for all electronic copies. The proposal must be manually signed by a person with authority to bind the firm

under an agreement.

Proposal response package (envelope/box/carton) must indicate on the lower left-hand corner the RESPONDENT's company name and address, and the RFP number and opening date.

Proposals are to be submitted as a booklet or in notebook form with appropriate indices. Each proposal should be prepared simply and economically, providing a straightforward concise description of the RESPONDENT's service, approach and ability to meet TAMUS' needs as stated in this RFP. Schedules and Exhibits must be clearly identify and defined.

## **2.5 Inquiries and Interpretations**

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://esbd.cpa.state.tx.us/sagencybid.cfm?startrow=1&endrow=25&ag\\_num=710&orderby=Agency](http://esbd.cpa.state.tx.us/sagencybid.cfm?startrow=1&endrow=25&ag_num=710&orderby=Agency) . It is the responsibility of the RESPONDENT to check the ESBD for any and all addenda issued for this RFP. All such addenda issued by TAMUS 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 their proposal.

Only those TAMUS replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

## **2.6 Selection Process**

TAMUS will base its choice on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the solution and related services; and if other considerations are equal, give preference to a RESPONDENT whose principal place of business is in the state or who will manage the agreement wholly from an office in the state.

The RESPONDENT selected will be the one who's experience and qualifications, as presented in response to this RFP, establish them, in the opinion of TAMUS, as well qualified and offering the greatest benefits, experience and value to TAMUS. TAMUS 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 TAMUS 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, an agreement may be negotiated and executed with that RESPONDENT. The agreement will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the RESPONDENT's proposal as negotiated.

Submission of proposals indicates RESPONDENT's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by TAMUS during the evaluation process.

The selection of the successful proposal may be made by TAMUS on the basis of the proposals initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful proposal may be made by TAMUS on the basis of negotiation with any of the RESPONDENTS. TAMUS 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, TAMUS 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.

TAMUS 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.

## **2.7 Public Information Act**

(a) RESPONDENT acknowledges that TAMUS is 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 RFP, as well as any other disclosure of information required by applicable Texas law.

- (b) Upon a TAMUS written request, RESPONDENT will provide specified public information exchanged or created under this RFP that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to TAMUS in a non-proprietary format acceptable to TAMUS. As used in this provision, “public information” has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TAMUS has a right of access.
- (c) RESPONDENT acknowledges that TAMUS may be required to post a copy of any fully executed Agreement resulting from this RFP on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

## 2.8 Evaluation Process and Criteria

All proposals will be evaluated using a structured evaluation process. Each RESPONDENT’s written proposal will be evaluated based on the extent to which the proposal meets all the requirements as set out in the RFP.

Key components of the evaluation process will include:

- Administrative Review

TAMUS Office of HUB and Procurement Programs will review timely received proposals to determine if mandatory requirements are met and to verify that the proposals meet administrative and content requirements. Compliant proposals will be approved for subsequent evaluation steps.

- Initial Ranking

The evaluation committee will use detailed evaluation guidelines to carefully review and assign a score to each RESPONDENT based on the criteria listed below. These scores will be used to select a list of finalists for further consideration. The number of selected finalists is at the sole discretion of the evaluation committee.

- Scope Approach
- Acceptance of terms of this RFP
- Pricing approach, structure and levels
- Delivery capability and experience
- Clarity and quality of response documentation
- Value added services and flexibility

There will be a strong preference for RESPONDENTS with experience in deploying cybersecurity solutions and working with Higher Education institution(s).

- Reference Checks, Clarification, and Onsite Presentation

TAMUS will perform reference checks and seek further information, as needed from all RESPONDENTS whose proposals TAMUS, at its discretion, considers viable, based on the initial evaluation and scoring. The RESPONDENT’s response to this requirement officially authorizes TAMUS to contact these organizations to discuss the services and other considerations which the RESPONDENT has provided to such organizations and authorizes the organizations to provide such information to TAMUS and RESPONDENT shall and hereby does release and hold harmless TAMUS, 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.

RESPONDENTS may be asked to discuss their proposals or to provide written clarification. All RESPONDENTS selected for further consideration will be asked to participate in a presentation, either onsite or web based. All key staff will be expected to participate in the presentation. TAMUS will provide an agenda, location (if applicable), and instructions when invitations are issued. TAMUS will not provide compensation to RESPONDENT(S) for any expenses incurred by the RESPONDENT(S) for proposal



preparation, evaluations or demonstrations that may be made.

- Best and Final Offers (BAFO)

TAMUS may issue a written request for a Best and Final Offer (BAFO) to one or more RESPONDENTS. The request will include a specified date and time for receipt of BAFO responses. The request may include general instructions to and questions applicable to all BAFO participants, as well as a list of issues, concerns and/or requests for additional clarification including, but not limited to service capabilities, cost, contractual gaps, and other RESPONDENT-specific issues unique to each BAFO participant.

The request for BAFO may include but are not limited to:

- The best price for requested services;
- Changes to proposals to better align them with TAMUS service requirements;
- Clarifications to the initial proposals;
- Changes to the proposed approach or timing to the extent deemed necessary by TAMUS; and
- Changes to, or more information about proposed personnel

- Final Evaluation

TAMUS intends to make the award to the RESPONDENT whose proposal best meets the evaluation criteria and reflects the best value to the System. In determining best value, the Evaluation Team will be instructed to consider all information contained in the initial proposals, BAFO responses, reference checks, onsite presentations, and any other information obtained during this procurement process.

## 2.9 HUB Subcontracting Plan

It is the policy of the State of Texas and TAMUS to encourage the use of Historically Underutilized Businesses (HUBs) both directly and indirectly in our prime contracts. The goal of the HUB Program is to promote equal access and equal opportunity in TAMUS contracting and purchasing.

Based on the scope of this RFP, RESPONDENTS must determine if they can perform the entire scope with their own resources or if it will be necessary to subcontract any portion of the scope. Subcontracting opportunities are defined as those opportunities contracted with a vendor to provide services, supply commodities, or contribute toward completing work for a governmental entity.

Subcontracting opportunities are possible for this RFP and therefore a HUB Subcontracting Plan (HSP) is **required**. Failure to submit a comprehensive, acceptable HSP will be considered a material failure to comply with the requirements of the RFP and will result in rejection of the submittal. The HUB Subcontracting Plan shall be submitted **with** the RFP response by the date and time specified.

Complete the HSP as found at <https://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/> and submit it with the RFP response. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the RESPONDENT will show those vendors as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the RESPONDENT will be expected to make a good faith effort according to the HSP instructions. Don't forget to include any backup documentation and sign the HSP form.

If the Respondent is completing as **self-performing** a statement which attests that the respondent shall perform the subcontracting opportunities identified by the agency, with its own employees and resources is required. The sections in the HSP form to be completed for self-performing are Section 1, 2a (check No), 3 with your statement included in the open text field, and 4.

For information regarding the HUB Subcontracting Plan requirements, please contact Jeff Zimmermann from the A&M System's HUB Program at (979) 458-6410 or [jzimmermann@tamus.edu](mailto:jzimmermann@tamus.edu) for assistance in determining available HUB subcontractors and proper completion of the HSP. Respondents have the opportunity to submit a draft of the HSP prior to submittal of their response to the RFP for review by Mr. Zimmermann.

## SECTION 3 – OVERVIEW AND SCOPE

### 3.1 Introduction

With multiple, top-tier federal research campuses, TAMUS, its member organizations, employees and students must comply with the federal standards for safeguarding information systems (FAR 52.204-21), CUI (NIST SP 800-171), and CDI (DFARS 252.204-7012). TAMUS must immediately comply with the requirements for basic safeguarding; with the DFARS requirements by December 31st, 2017; and with CUI requirements by November of 2018, or risk cancellation of all currently existing, federally funded initiatives. On average, TAMUS receives more than \$1 billion of potentially affected federal funding each year.

To help ensure compliance with the FAR, CUI and DFARS requirements TAMUS has established the Research Security Office shared service organization and will promote the building of a secure computing environment (secure enclave) in the Texas A&M University Data Center now under construction. The Research Security Office will process, store, manage and ensure compliance with CUI/CDI requirements, in accordance with federal standards. Each System member that receives approval from the Research Security Office to operate a secure enclave, will charter and operate that enclave to at least the minimum specifications produced from this RFP and under supervision of the Research Security Office. TAMUS expects this work to be engaged in two concurrent stages: establishment of the RSO; assessment tools, blueprint and roadmap.

Stage 1: Activities for the first stage will include the design and documentation of the RSO shared service structure, its processes, policies and procedures; integration of its administrative functions with TAMUS; determination of the RSO organizational structure; assist with the recruitment of personnel; and assist with the launch of services to member organizations and researchers.

Stage 2: Concurrent with that stage 1, the successful RESPONDENT will be responsible for developing a comprehensive suite of plain-language tools, blueprints and roadmaps for measuring readiness and for planning the path to compliance.

### 3.2 Requested Services and Responsibilities

Establishment of TAMUS shared service organization and creation of a suite of assessment tools and blueprints for FAR/CUI/DFARS compliance. As with any project of this magnitude, the Project will rely upon the RESPONDENT for the following critical needs:

1. Assist in designing and building an effective Research Security Office program
2. Design a network assessment tool to be used by System members in establishing baseline preparedness
3. Create blueprints for compliant network architectures
4. Create blueprints and process maps for CUI/DFARS data onboarding and exporting

These services are described further in Section 3.3, Required Services.

### 3.3 Required Services

The RESPONDENT will perform all responsibilities defined in this RFP throughout the term of the agreement.

#### 3.3.1 Design and build the Research Security Office shared services organization

The successful RESPONDENT will be responsible for establishing a TAMUS shared service organization, responsible for the oversight and ongoing management of services associated with the creation and use of TAMUS secure enclave by its member organizations:

- Design organizational shared services structure; processes, policies and procedures
- Integration administrative functions with TAMUS
- Design an outreach and education program for communicating the role of the RSO and the importance of the compliance mission

### 3.3.2 Create a network assessment tool

NIST SP 800-171 (800-171) outlines a number of technology and policy controls required to be CUI compliant. The successful RESPONDENT will be responsible for designing an assessment tool based on 800-171 that can be used by System members and reported to the RSO for establishing readiness for FAR/CUI/DFARS compliance.

### 3.3.3 Create FAR/CUI compliant network, system and support blueprints

The successful RESPONDENT will be responsible for providing blueprints and guides for the architecture, controls and system administration support necessary to build and operate CUI compliant infrastructure.

- Include considerations for segregation with a focus on minimizing the impact on teaching and outreach on campus networks
- Include considerations for minimizing the impact on researchers, with an emphasis on novel or innovative technologies for segmentation and access control
- Include blueprints and skill descriptions for the systems support teams that may be necessary to support CUI-compliant enclaves/services

### 3.3.4 Blueprint data onboarding, access and export protocols

The successful RESPONDENT will be responsible for blueprinting processes, considerations, controls and protocols for onboarding, controlling access and exporting data to, from and inside CUI compliant repositories.

## 3.4 Major Tasks and Deliverables

During the course of the agreement, the RESPONDENT must provide, at minimum, the services and corresponding deliverables listed in Table 1 to include the project management and administrative responsibilities required for delivery.

The RESPONDENT shall provide deliverables to the designated point of contact from the System, as required, in the agreed upon format.

TASK/DELIVERABLE(S)	DUE DATE
<b>1. Develop, Maintain and Execute the Project Plan</b>	
• High-Level Project Plan	
• Comprehensive Project Plan	
• Project Plan Updates	
<b>2. Perform Initial, Periodic and Final Project Assessments</b>	
TASK/DELIVERABLE(S)	DUE DATE
• Periodic Project Status Reports	
• Final Project Report	
<b>3. Report on Status</b>	
• Executive Status Reports	
• Ad Hoc Reports	

**4. Additional Deliverables**

- Organizational Shared Services Chart
- Shared Services Policies and Procedures
- Administrative Integration Plan with TAMUS
- Organizational Shared Services Job Descriptions
- Implementation Project Plan of Secure Enclave Architecture
- Assessment tool
- Blueprints for deploying and operating compliant networks and systems
- Best practices/blueprints for data onboarding, access control and exporting

**3.5 Develop, Execute and Maintain Project Plan**

The RESPONDENT must draft a Project Plan to describe its approach for assuring quality of the project that meets, at minimum, the task and deliverables defined within this RFP. The RESPONDENT shall make recommendations within the Project Plan on the approach for assuring quality based on their experience, high risks areas, and other considerations. A high-level Project Plan must be included in the response to this RFP (see Section 4.2.6). The high-level Project Plan must describe the proposed methodologies for managing quality across the key domains required to execute the full program life cycle from planning to transition to operations and identify metrics for tracking project performance against milestones.

After award, the RESPONDENT must provide a comprehensive Project Plan, based on the high-level plan.

Key Activities:

- Draft a high level Project Plan
- Expand the high-level Project Plan to comprehensively address designated areas
- Review the Project Plan with TAMUS Leadership Team
- Execute the Project Plan
- Periodically update the Project Plan

Deliverables:

- High-Level Project Plan
- Comprehensive Project Plan
- Project Plan Updates

**3.6 Identify Project Risks and Issues**

The RESPONDENT must anticipate and identify project risks and issues. Through participating in targeted meetings and other activities to provide the services identified within this RFP, the RESPONDENT shall perform deliverable based reviews focused on quality and risks.

Key Activities:

- Identify risks and issue on a deliverable basis
- Propose a recommended course of action for those risks or issues of greatest importance

Deliverables:

- Risk and Issues Log (and/or inputs to the Project Risk and Issues Log)
- Recommended Risk/Issue Responses (e.g., for risks accept, transfer, mitigate, avoid) and Action Plans

**3.7 Deliverable Evaluation and Reporting**

The RESPONDENT must provide a deliverables based status report with the following information:

- Deliverable Review
- Summary of the current status (e.g., schedule, scope, budget, risks, issues)

- Status of existing/risks issues and identification of new risk/issues
- Other relevant topics

Prepare and distribute additional reports upon request to support updates to the Executive Sponsors or other stakeholders.

Key Activities:

- Provide periodic executive status reports on project reviews and recommendations regarding risk anticipation, prevention and mitigation
- Develop and deliver ad hoc reports on project efforts upon request

Deliverables:

- Deliverable based Status Reports
- Ad Hoc Reports

### **3.8 Staffing Requirements**

In determining proposed staff plans for this Project, the RESPONDENT will need to take in account the planned strategy defined earlier.

### **3.9 Specific Skills**

The RESPONDENT will propose an individual(s) with the most appropriate experience and expertise to address the requirements for the RFP.

Proposals must include resumes of the proposed staff. The resumes will show employment history for all relevant and related experience, and all education and degrees (including specific dates, names of employers, and education institutions).

### **3.10 Locations**

The Services required under this RFP will be primarily performed by the successful RESPONDENT at TAMUS-designated facility located in College Station, Texas.

### **3.11 Hours of Operation**

TAMUS standard hours are 8:00 a.m. – 5:00 p.m. Central Time Zone (CDT), Monday through Friday. TAMUS anticipates that Services will be provided by successful RESPONDENT will be conducted during TAMUS standard hours of operation, with occasional work after-hours, weekends and holidays to meet critical deadlines.

### **3.12 Workspace and Parking**

TAMUS shall provide workspace for the successful RESPONDENT's personnel to include utilization of TAMUS printers, copiers, phones, cubicles, network, and internet access. TAMUS will not provide computer equipment for use by the successful RESPONDENT's personnel.

TAMUS currently has parking spaces for contract workers assigned to the location specified in this SOW, however, the continuation of these parking spaces cannot be guaranteed over the life of the agreement resulting from the RFP. If parking spaces become unavailable, the successful RESPONDENT's staff must find alternative parking arrangements during their assignments under any resulting agreement from this SOW. TAMUS shall not reimburse the successful RESPONDENT or its employees or contract worker(s) for parking or similar expenses under any circumstances. Parking spaces are under the direct control of TAMU parking services and must abide by applicable parking regulations.

If any staff from the successful RESPONDENT's team requires reasonable accommodations for a disability or work limitation, please note such in Section 3.9, Specific Skills.

### **3.13 Substitution and Removal of Personnel**

The Successful RESPONDENT is responsible for providing all personnel resources necessary to perform the services described in this RFP, unless specifically stated as the responsibility of TAMUS, or other service provider (e.g., System Integrator). Throughout the term of the agreement resulting from this RFP, the

successful RESPONDENT shall:

- Provide qualified personnel to perform all Services required in this RFP;
- Promptly remove and replace personnel at the request of TAMUS;
- Provide TAMUS written notice of any plan to add, remove and replace personnel; and
- Obtain TAMUS approval of all personnel.

In the event the successful RESPONDENT needs to add or substitute personnel during a term of the resulting Agreement, the successful RESPONDENT shall provide TAMUS with several qualified candidates as potential replacements. Detailed resumes of proposed personnel replacements must be provided to TAMUS within fifteen (15) calendar days prior to either the proposed start date of any additional personnel or, in the event of substituted personnel, the last working day of the replaced individual. TAMUS shall have the right to conduct an interview of all such personnel. TAMUS shall provide the successful RESPONDENT with written notice of approval or rejection of proposed personnel within three (3) business days of receipt of the resume packet. TAMUS shall have the right to reject assignment of any of successful RESPONDENT's personnel. Within five (5) calendar days of TAMUS's written notification of rejection, the successful RESPONDENT shall provide TAMUS with additional resumes of proposed individuals for review. This process shall be repeated until TAMUS provides written notice to the successful RESPONDENT of the individual selected. The approved replacement individual must be on-site at TAMUS within fifteen (15) calendar days of selection notice.

TAMUS, in its reasonable discretion, may request that the successful RESPONDENT remove a particular individual who is providing Services under the resulting agreement if TAMUS reasonably believes that such individual is not providing the Services as described within this RFP and the successful RESPONDENT, after notice, has been unable to resolve performance issues relative to such individual. The successful RESPONDENT shall provide TAMUS with the resume of qualified replacement individuals on or before the fifteenth (15th) calendar day following the last working day of the removed individual. TAMUS shall have the right to conduct an interview of all such personnel. TAMUS shall provide the successful RESPONDENT with written notice of approval or rejection of proposed personnel within three (3) business days of receipt of the resume packet. TAMUS shall have the right to reject assignment of any of the successful RESPONDENT's personnel. Within five (5) calendar days of TAMUS' written notification of rejection, the successful RESPONDENT shall provide TAMUS with additional resumes of proposed individuals for review. This process shall be repeated until TAMUS provides written notice to the successful RESPONDENT of the individual selected. The approved replacement individual must be on-site at TAMUS within fifteen (15) calendar days of selection notice.

## SECTION 4

### RESPONDENT'S QUESTIONNAIRE

The RESPONDENT recognizes that in its selection process TAMUS 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. TAMUS reserves the right to contact each and every reference listed below and shall be free from any liability to RESPONDENT for conducting such inquiry. A negative reference may be grounds for disqualification.

#### 4.1 Company Profile

##### 4.1.1 Number of Years in Business

Type of Operation: Individual\_\_\_\_\_Partnership\_\_\_\_\_Corporation\_\_\_\_\_Government\_\_\_\_\_

Number of Employees:\_\_\_\_\_ (companywide)

Number of Employees:\_\_\_\_\_ (servicing location)

Annual Sales Volume:\_\_\_\_\_ (companywide)

Annual Sales Volume:\_\_\_\_\_ (servicing location)

4.1.2 State that you will provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis) which indicates the financial stability of your company, if requested by TAMUS.

4.1.3 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.

4.1.4 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.

4.1.5 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.

4.1.6 Full disclosure of any potential conflict of interest.

4.1.7 Full disclosure of any criminal or civil offense by proposed RESPONDENT team members.

#### 4.2 Technical Proposal

The instructions in this section of the RFP describe the required format for a responsive Proposal Narrative. The format and sub-sections of the Proposal Narrative shall conform to the structure outlined below. All sections shall be labeled appropriately. Adherence to this format is necessary in order to permit effective evaluation of proposals.

The technical proposal shall include the following:

- Title Page
- Transmittal Letter
- Table of Contents
- Executive Summary
- RESPONDENT's Experience and Past Performance
- Description of Services/Deliverables to be Provided
- References
- Proposal Assumptions

- Sample Statement of Work

The following sections explain the content that is required in each of the sub-sections of the Proposal Narrative.

#### 4.2.1 Title Page

The title page should be placed as the front cover and/or insert and include the following:

- The Texas A&M University System - Proposal for Controlled Unclassified Information and FAR 52.204-21 Compliance
- Response to RFP Number: RFP01 SOC-17-014
- Proposal Due Date
- RESPONDENT's Name

#### 4.2.2 Letter of Transmittal

The transmittal letter shall be in the form of a standard business letter on the RESPONDENT's letterhead and shall be signed by an individual authorized to legally bind the RESPONDENT. The transmittal letter shall include the following:

- A brief statement of the RESPONDENT's understanding of the scope of services associated with this RFP.
- The names, titles, addresses, e-mail addresses, and telephone numbers of the individual(s) who are authorized to make representations on behalf of and legally bind the RESPONDENT.
- The names, titles, addresses, e-mail addresses, and telephone numbers of the individual who will function as the main contact for the RESPONDENT.
- A statement that the entire proposal and the price contain therein shall be binding by the RESPONDENT in all respects for a period of 180 days from receipt of the BAFO, or from submission if no BAFO is requested.
- A statement designating that the RESPONDENT will function as primary contractor in response to the RFP.
- A statement that the RESPONDENT presently has no interest, direct or indirect, which would conflict with the performance of services under any resulting agreement and shall not employ, in the performance of any resulting agreement, any person having a conflict.

#### 4.2.3 Table of Contents

Each proposal should be submitted with a table of contents that clearly identifies and denotes the location of each section and subsection. Each page of the proposal is to be clearly and uniquely numbered. Additionally, the table of contents should clearly identify and denote the location of all enclosures and appendices to the proposal.

#### 4.2.4 Executive Summary

In the Executive Summary, the RESPONDENT shall condense and highlight the contents of the proposed solution in such a way as to provide TAMUS and its Members with a broad understanding of the proposal. This section of the proposal is designed to provide a clear and concise understanding of key aspects of the proposal as follows:

- Confirmation that the requested scope of services outlined in Section 3, Overview and Scope are being proposed or an explanation of exactly where the proposed scope differs from what has been requested;
- Concise summarization of the proposed approach schedule;
- Concise summarization of the RESPONDENT's relevant qualifications and experience in providing services similar to the services requested within this RFP;

#### 4.2.5 Experience and Past Performance



The RESPONDENT shall provide information about its prior experience and qualifications to perform the services requested within this RFP by addressing the following requirements.

### **RESPONDENT Overview**

The RESPONDENT shall include a detailed narrative description of the RESPONDENT's organization. The narrative shall address the following topics at a minimum:

- RESPONDENT legal name and legal form of ownership.
- State in which company is incorporated.
- Office location(s) responsible for performance of tasks requested within this RFP.
- Brief overview of business operations, with an emphasis on related business for higher education and the public sector.
- Description of RESPONDENT's credentials to deliver the services sought under this RFP, with special emphasis on experience with similar projects for higher education institutions, higher education systems and public sector agencies.

#### **4.2.6 Description of Services/Deliverables to be Provided**

- RESPONDENTs shall describe in detail how each of the implementation and integration services listed in Section 3.2, Requested Services and Responsibilities, will be addressed in accordance with the RESPONDENT's methodology and approach.
- A high-level Project Plan as required in Section 3.5. The high-level Project Plan must describe the proposed methodologies for managing quality across the key domains required to execute the full program life cycle from planning to transition to operations and identify metrics for tracking project performance against milestones.

#### **4.2.7 References**

RESPONDENTs shall provide at least two (2) client references for services specifically for the implementation of secure computing solutions and services, with a preference for CDI-specific solutions and higher education implementations. Each reference shall contain at least the following:

- Organization name & address:
- Contact Person Name & Title:
- Contact phone number:
- Contact email:
- Summary of services provided
- Project start and end date
- Contract value

TAMUS may at its sole discretion, contact additional clients not presented as references.

#### **4.2.8 Proposal Assumptions**

The RESPONDENT shall provide a comprehensive listing of all assumptions made in preparing its proposal in response to this RFP. No price data may be included in the assumptions.

#### **4.2.9 Sample Statement of Work**

In this section, the RESPONDENT shall provide a sample Statement of Work based on the content of its Proposal.

### **4.3 Cost Proposal**

The format and sub-sections of the Cost Proposal shall conform to the tabbed spreadsheet structure outlined below. All tabs shall be labeled appropriately. Adherence to this format is necessary in order to permit effective evaluation of proposals. The cost proposal content shall be in the following format:

- TAB 1 – Schedule 1 – Summary Cost Presentation
- TAB 2 – Schedule 2 – Consulting Services – Project Schedule
- TAB 2 – Schedule 3 – Other Cost Components
- TAB 3 – Schedule 4 – Deliverables Payment Schedule
- Payment Terms

Cost information is to be provided in accordance with the templates provided in Appendix A: Cost Schedules. The remainder of this section of the RFP provides a detailed description of the content that is required in each of the sub-sections of the Cost Proposal.

#### 4.3.1 Schedule 1 – Summary Cost Presentation

This schedule shall include all costs proposed by RESPONDENT presented in the requested format. The Implementation Services Costs and Post-Implementation Support Services Costs shall be taken from the referenced lines on Schedule 2 Consulting Services by Position. The Other Cost Components shall be taken from the referenced line on Schedule 3 Other Cost Components. The Grand Total shall be provided on Cost Schedule 1 as well as below:

Grand total, All costs: \$ \_\_\_\_\_

#### 4.3.2 Schedule 2 – Consulting Services – Project Schedule

RESPONDENT shall include for each proposed position: the proposed rates for each fiscal year, the proposed hours per month, subtotaled hours by fiscal year, subtotaled cost by fiscal year, total hours for total three-year period, and total cost for total three-year period.

#### 4.3.3 Schedule 3 – Other Cost Components

RESPONDENTS shall utilize this schedule to describe and reflect any non-staffing related costs as applicable. Each cost component shall include: a description, reference numbers as appropriate, metrics as appropriate, and the proposed cost of the component. An addendum to the Cost Schedules shall be utilized to address any pricing assumptions and to provide additional information to enable TAMUS personnel to thoroughly understand the proposed cost components. Subtotals and additional rows may be added as needed.

#### 4.3.4 Schedule 4 – Deliverables Payment Schedule

The RESPONDENT shall complete a proposed Deliverables Payment Schedule utilizing the format provided. Rows may be added as needed. RESPONDENTS shall ensure that the proposed cumulative gross payments for each month do not exceed the cumulative value of the service hours proposed for the corresponding month, excluding the cumulative value of deliverable payments for Other Cost Components from this determination. An addendum to the Cost Schedules shall be utilized to address any pricing assumptions and to provide additional information to enable TAMUS personnel to thoroughly understand the proposed Deliverables Payment Schedule.

#### 4.3.5 Payment Terms

The RESPONDENT may invoice the System based on satisfactory completion and acceptance of project deliverables pursuant to any agreement resulting from this RFP. A mutually agreed-upon schedule of payments by deliverables will be used as the basis for all payments. The initial schedule of payments proposed by the RESPONDENT is included in Schedule 2 Deliverable Payments, but said schedule is subject to revision during contract negotiations. Payment shall be made in accordance with Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

## SECTION 5

### GENERAL TERMS AND CONDITIONS

- A. **TERMS AND CONDITIONS:** TAMUS 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 TAMUS determines to be incomplete, conditional, obscure, or which has irregularities of any kind, may be rejected. TAMUS reserves the right to award to the firm, or firms, which in our sole judgment, will best serve our long-term interest.

This RFP in no manner obligates TAMUS 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 TAMUS without penalty or obligation at any time prior to the signing of an agreement.

- 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 agreement they shall not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, genetic information, veteran status, sexual orientation, gender identity 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, RESPONDENTS certify that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended.
- D. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting a state of qualification, the RESPONDENTs certify that they do not and will not, during the performance of any resulting agreement, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
- E. **DEBARMENT STATUS:** By submitting a proposal response, RESPONDENTS certify that they are not currently debarred from submitting submittals on agreements nor are they an agent of any person or entity that is currently debarred from submitting bids on agreements.
- F. **INDEMNIFICATION AND HOLD HARMLESS:** The RESPONDENT shall defend, indemnify and hold harmless TAMUS, its officers, employees and agents, against any and all liability of whatever nature which may arise directly or indirectly by reason of the RESPONDENT's performance under the agreement. The RESPONDENT agrees to protect the State from claims involving infringement of patents or copyrights.
- G. **RESPONDENT LIABILITY:** The RESPONDENT will be liable for any associated costs of repairs for damage to buildings or other TAMUS property caused by the negligence of the RESPONDENT's employees.
- H. **EARLY TERMINATION:** TAMUS shall have the right to terminate the contract with the RESPONDENT without penalty after a (30) days written notice of termination to the RESPONDENT under the following circumstances:

1. **Default of RESPONDENT**

It shall be considered a default whenever the RESPONDENT shall:

- (a) Disregard or violate material provisions of the agreement documents or TAMUS instructions, or fail to execute the work according to the agreed upon schedule of completion and/or time of completion specified, including extensions thereof, or fail to reach agreed upon performance results.
- (b) Declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.

2. **Convenience of TAMUS**

Termination of the agreement services is construed by TAMUS to be in its best interest for serving the community and its students, faculty, and staff.

Note: Any agreement cancellation notice shall not relieve the RESPONDENT of the obligation to deliver and/or perform prior to the effective date of cancellation.

- I. **RESPONDENT PAYMENT/BILLING TERMS:** Payment of invoices will be made thirty (30) days after receipt of

a correct invoice and approval by the applicable department within TAMUS.

- J. CIVIL RIGHTS REQUIREMENTS: All RESPONDENTS must comply with applicable civil rights laws.
- K. NON-COLLUSION CLAUSE: The Non-Collusion Affidavit found in **EXHIBIT B** must be executed as a part of the RESPONDENT's submittal.
- L. ENTIRE AGREEMENT: A agreement, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing, and will contain all the covenants and agreements between the parties with respect to the subject matter of the agreement. Any amendment or modification to the agreement must be in writing and signed by the parties hereto.
- M. SEVERABILITY: It is understood and agreed that if any part, term, or provision of the agreement is by the courts held to be illegal or in conflict with any law of the State of Texas, the validity of the remaining portions or provisions shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.
- N. MODIFICATION OF SERVICE: TAMUS reserves the right to modify the services during the course of the agreement. Any changes in pricing and rates proposed by the RESPONDENT resulting from such changes are subject to acceptance by TAMUS.

In the event prices and rates cannot be negotiated to the satisfaction of both parties, the agreement may be subject to competitive bidding based upon the new specifications.

- O. PUBLICITY: RESPONDENTS must refrain from giving any reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcements, without specific written approval from TAMUS.

Information provided to RESPONDENT by TAMUS, including but not limited to information from the members, officers, agents, or employees of TAMUS or any of its members, and information provided to RESPONDENT by members of the public or any other third party shall belong to TAMUS

- P. INDEPENDENT CONTRACTOR: The successful RESPONDENT agrees that in all respects its relationship with TAMUS will be that of an independent contractor, and that it will not act or represent that it is acting as an agent of TAMUS or incur any obligation on the part of TAMUS without written authority of TAMUS. As an independent contractor, RESPONDENT will be solely responsible for determining the means and methods for performing the services described. RESPONDENT shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of TAMUS relative to conduct on its premises.
- Q. CONFIDENTIALITY: In accordance with the Texas Public Information Act, Submittals could be subject to public review after the agreements have been executed. RESPONDENTS responding to this submittal are cautioned not to include any proprietary information as part of their submittal unless such proprietary information is carefully identified as such in writing, and TAMUS accepts, in writing, the information as proprietary.

Information created, derived, or otherwise produced by RESPONDENT shall remain the exclusive property of RESPONDENT. RESPONDENT acknowledges any final report or papers will be provided in accordance with this Agreement, and that any information contained in any report or papers, which RESPONDENT believes is confidential under Texas law will be clearly designated as such by RESPONDENT. In the event TAMUS receives a request for public information for any portion of any final report or papers that have been designated by RESPONDENT to be confidential, TAMUS will provide notice to RESPONDENT and RESPONDENT may submit a brief to the Office of the Attorney General, as provided by Chapter 552, Texas Government Code.

- R. OWNERSHIP OF DOCUMENTS: Upon completion or termination of any agreement, all documents prepared by the RESPONDENT for the benefit of TAMUS shall become the property of TAMUS. At TAMUS' option, such documents will be delivered to TAMUS Procurement Office. TAMUS acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, TAMUS shall have a recognized proprietary interest in the work product of the RESPONDENT.
- S. SUBCONTRACTING: No subcontract or third party personnel will be permitted to perform services described herein, without the written consent of TAMUS. Upon written request, the RESPONDENT shall provide copies of

all applicable licenses and other written approvals, which may be held by its subcontractors in order to perform the services described herein.

The RESPONDENT shall be fully responsible for all work performed under any agreement resulting from this RFP. The RESPONDENT shall describe who will be, if any, subcontractor(s) for the agreement. No subcontract, which the RESPONDENT entered into with respect to performance under this agreement, shall in any way relieve the RESPONDENT of any responsibility for the performance of its duties under the terms of this agreement. The RESPONDENT shall notify the agency in writing of any changes in subcontracting.

- T. **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 TAMUS. By requiring such minimum insurance, TAMUS 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 TAMUS at least ten days before the effective date of the cancellation.

**Insurance:**

**Coverage**

**Limit**

1. **Worker's Compensation**

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 TAMUS. 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.

**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 insured's.

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. **Technology Errors and Omissions**

Technology Errors and Omissions policy for forensic entities providing coverage on a claims made basis with coverage extensions for evidence spoliation, administrative actions, defense costs, world-wide activities, independent contractors, and personal injury and violations and fines associated with the Federal Acquisition Regulation (FAR), Defense Federal Acquisition Supplement (DFARS) and CUI security requirements, as discussed in Section 2 with limits of \$22,000,000 per occurrence/\$44,000,000 aggregate.

5. RESPONDENT will deliver to TAMUS:

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 TAMUS 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, and The Texas A&M University System. No policy will be canceled without unconditional written notice to TAMUS 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 TAMUS 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 TAMUS 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 TAMUS 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](mailto: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 TAMUS in writing.

- U. **DISPUTE RESOLUTION**: The resolution process provided in Chapter 2260, Texas *Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMUS and RESPONDENT to attempt to resolve any claim for breach of contract made by RESPONDENT that cannot be

resolved in the ordinary course of business. RESPONDENT shall submit written notice of a claim of breach of contract under this Chapter to the Executive Vice Chancellor and Chief Financial Officer for TAMUS, who shall examine RESPONDENT's claim and any counterclaim and negotiate with RESPONDENT in an effort to resolve the claim.

- V. VENUE: Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMUS shall be in the county in which the primary office of the chief executive officer of TAMUS is located.
- W. STATE AUDITOR'S OFFICE: RESPONDENT 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*. RESPONDENT agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. RESPONDENT will include this provision in all agreements with permitted subcontractors.
- X. RESPONDENT shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TAMUS.
- Y. RESPONDENT hereby assigns to TAMUS, any and all claims for overcharges associated with any agreement 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).
- Z. ALTERNATE PROPOSALS: TAMUS 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.
- AA. WARRANTIES: In addition to all warranties established by law, RESPONDENT hereby warrants and agrees that: All goods and services covered by the agreement shall conform to the specifications or other descriptions set forth in the agreement or otherwise furnished or adopted by TAMUS, and shall be merchantable fit for the purpose intended, of best quality and workmanship, and free from all defects. TAMUS shall have the right of inspection and approval, and may, at RESPONDENT's expense, reject and return nonconforming goods or require re-performance of services which are not in compliance with the requirements of the agreement. Defects shall not be deemed waived by TAMUS's failure to notify RESPONDENT upon receipt of goods or completion of services, or by payment of invoice.
- All goods and/or services provided under the agreement shall meet or exceed the Safety Standards established and promulgated under the Federal Occupational Safety and Health Administration (Public Law 91-596) and its regulations effect or proposed as of the date of the agreement.
- All goods delivered pursuant to the agreement shall conform to standards established for such goods in accordance with any applicable federal, state or local laws and regulations, unless otherwise indicated in the agreement.
- BB. ACCEPTANCE OF SERVICES: All services performed under this agreement shall be to the satisfaction of each agency and in accordance with the specifications, terms, and conditions of the agreement. TAMUS reserves the right to review the services performed and to determine the quality and acceptability of such services.
- CC. SALES AND USE TAX: TAMUS, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The RESPONDENT may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.
- DD. NON-WAIVER OF DEFAULTS: Any failure of the Agencies at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the Agencies at any time to avail itself of same.
- EE. TECHNOLOGY ACCESS CLAUSE: The RESPONDENT expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain

statutory requirements relating to accessibility by persons with visual impairments. Accordingly the RESPONDENT represents and warrants to The Texas A&M University System that the technology provided to The Texas A&M University System for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired for purposes of the paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology either directly by features incorporated within the technology or by TAMUS Office for HUB and Procurement Programs has recently established.



**EXHIBIT A**  
**EXECUTION OF OFFER**

**RFP01 SOC-17-014**

**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 qualifications may result in rejection of the qualifications.

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 agreement 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 agreement:

- (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 agreements at TAMUS' 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 agreement 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 TAMUS;
- (v) Respondent has not been an employee of TAMUS 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 agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this 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 agreement is not ineligible to receive the specified agreement and acknowledges that this agreement may be terminated and payment withheld if this certification is inaccurate.

RESPONDENT should give Payee Identification Number (PIN) (Formally RESPONDENT ID), full firm name and address of RESPONDENT (enter in block provided if not shown). Failure to manually sign submittal will disqualify it. The person signing the submittal should show title or authority to bind his/her firm in agreement. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

Payee Identification Number (PIN): \_\_\_\_\_

Sole Owner should also enter Social Security Number: \_\_\_\_\_

RESPONDENT/Company: \_\_\_\_\_

**Signature (INK):** \_\_\_\_\_

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

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

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

\* 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).

## 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 TAMUS or any employee thereof, or any person, firm or corporation under agreement with TAMUS whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said TAMUS, 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 agreement 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 TAMUS.

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 TAMUS, nor any employee, or person, whose salary is payable in whole or in part by TAMUS, 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 \_\_\_\_\_

\_\_\_\_\_  
Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2017.

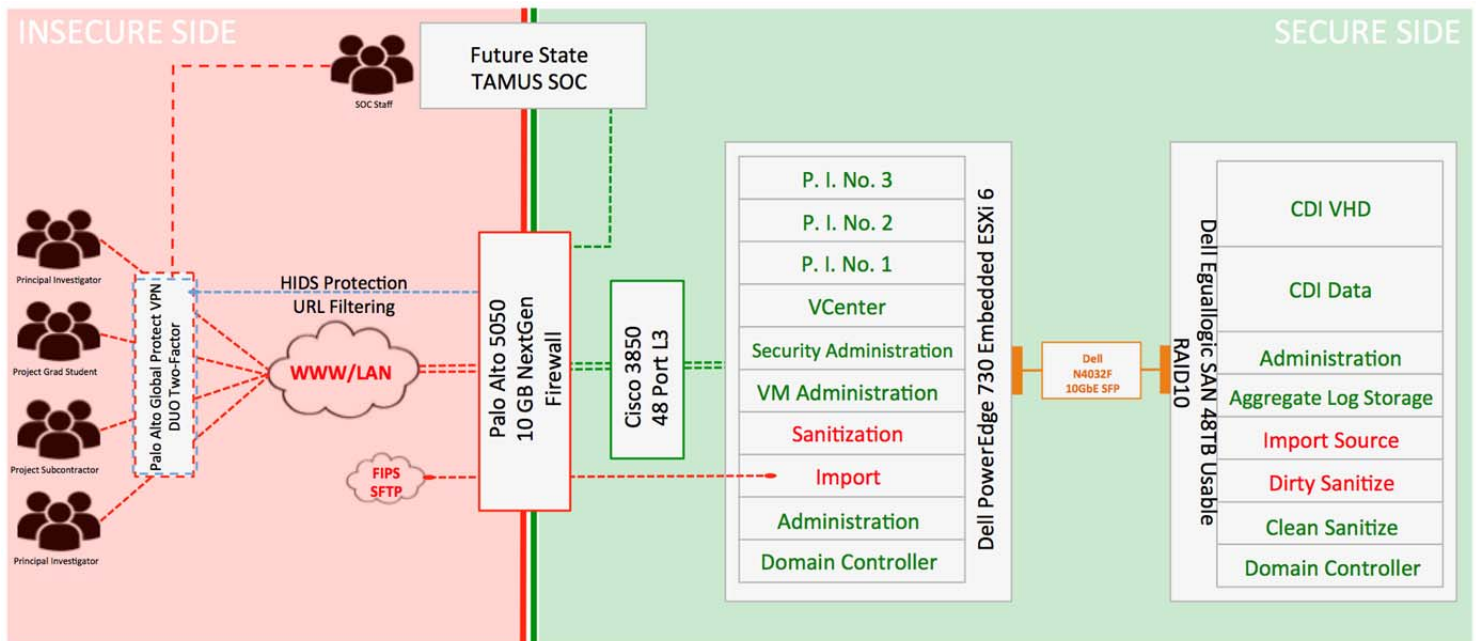
Notary Public in and for the County of \_\_\_\_\_, State of

\_\_\_\_\_. My commission expires: \_\_\_\_\_

**THE EXECUTION OF OFFER AND NON-COLLUSION AFFIDAVIT MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S SUBMISSION. FAILURE TO SIGN AND RETURN THESE DOCUMENTS WILL RESULT IN THE REJECTION OF YOUR SUBMISSION.**

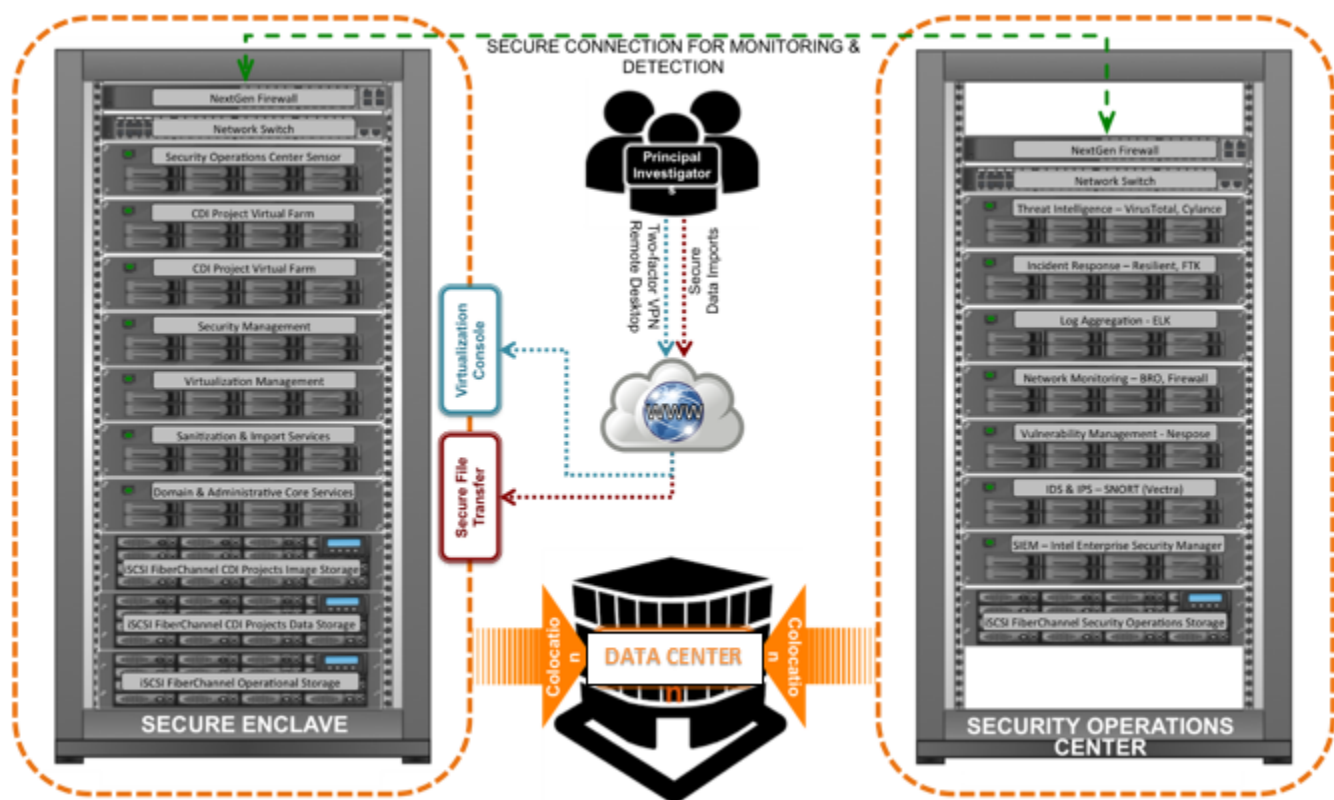
## EXHIBIT C

### SECURE ENCLAVE CONCEPTUAL SOLUTIONS OVERVIEW



## EXHIBIT D

### DFARS REGULATIONS CONCEPTUAL SOLUTIONS OVERVIEW



## **EXHIBIT E**

### **DOD PROJECT SIZING GUIDE**

The following is intended to serve as a guide for the PI to select the processing and storage requirements for their secure enclave research computer. Values listed can be altered or completely changed on user request, and aren't limited to the options below.

#### **Standard Desktop = 4 cores, 8 gigs of RAM, and 500 Gigs of storage**

- This configuration reflects the average processing and throughput capabilities of a 'modern economy desktop' purchased today. A computer with the above configuration should be useful for minor mathematical calculations, General report writing, or small data queries and analysis.

#### **Powerful Desktop = 8 cores, 16 gigs of RAM and 1 TB of Storage**

- This configuration reflects the average processing and throughput capabilities of a 'reasonably large desktop computer'. A computer with the above configuration should be useful for large data set analysis and processing, large mathematical problem solving and model simulation capabilities.

#### **Small Server = 16 cores, 32 gigs of RAM and 10 TB of Storage**

- This configuration reflects the average processing and throughput capabilities of a 'small commercial server'. A computer with the above configuration should be useful for very large data set analysis and processing. It will have robust model simulation capabilities, and gigantic mathematical solving capabilities.

#### **Large Server = 64 cores, 200 gigs of RAM and 100 TB of Storage**

- This configuration reflects the average processing capabilities of a 'large commercial server'. A computer with the above configuration should be useful for the analysis of massive and complex datasets, and will have powerful model simulation capabilities.