REQUEST FOR PROPOSAL

RFP No. 769-18-1222MA

Title: eDiscovery Software Solution

Proposal Submittal Deadline: February 8, 2018, 2:00 PM Local Time

Prepared By:
Michael J. Abernethy, Senior Director
University of North Texas System Procurement Services
Business Service Center
1112 Dallas Drive, Suite 4000
Denton, Texas 76205
January 12, 2018
REQUEST FOR PROPOSAL

TABLE OF CONTENTS

SECTION 1: INTRODUCTION

SECTION 2: NOTICE TO PROPOSER

SECTION 3: SUBMISSION OF PROPOSAL

SECTION 4: GENERAL TERMS AND CONDITIONS

SECTION 5: SCOPE OF SERVICES/SPECIFICATIONS/DELIVERABLES

APPENDIX ONE: AFFIRMATIONS AND CONFIRMATIONS

APPENDIX A: COMPLIANCE REQUIREMENTS FOR INFORMATION TECHNOLOGY SYSTEMS AND SERVICES
SECTION 1

INTRODUCTION

1.1 University of North Texas System Description

The University of North Texas System ("UNTS") is a University system that is composed of the University of North Texas in Denton ("UNT"), the University of North Texas Health Science Center ("UNTHSC") in Fort Worth and the University of North Texas at Dallas ("UNTD"). The UNTS is based in Downtown Dallas. The three independent universities of the UNTS have combined enrollment of just over 42,000 students across five major teaching locations including each main campus as well as Frisco and Downtown Dallas. Proposals submitted in response to this RFP shall be for goods and/or services provided to UNTS, UNT, UNTHSC and/or UNTD, as agreed to in writing by the parties.

1.2 Background

The UNTS Office of General Counsel ("UNTS OGC") is responsible for serving the legal needs of the Board of Regents, the UNTS, the University of North Texas, the University of North Texas Health Science Center, the University of North Texas at Dallas and the University of North Texas College of Law. The UNTS OGC provides legal services in a wide variety of practice areas, with the majority of its services devoted to litigation management, employment and equal opportunity, health care law, student affairs, sponsored research agreements, regulatory compliance, intellectual property, public governance, including open meetings and public information, policy development and interpretation, purchasing and sales of goods and services, real estate transactions, construction contracts, and ethics and conflicts of interest.

In an effort to maintain the highest quality services for its clients, the UNTS OGC seeks to implement an eDiscovery software solution focused on reducing the labor intensive process of review, analysis and production of electronically stored information ("ESI") related to litigation, investigations and public information requests.

UNTS OGC invites experienced vendors to submit proposals for an eDiscovery software solution and related services that include the following phases of the Electronic Data Reference Model ("EDRM"):

- Collection/Ingestion
- Processing
- Review
- Analysis
- Production
- Presentation

For purposes of this Request for Proposal ("RFP"), terms describing the above phases of the eDiscovery process shall be as generally defined by the EDRM found at http://www.edrm.net/frameworks-and-standards/edrm-model/.

The eDiscovery software solution may be in the form of a platform that is hosted by UNTS OGC on premise on its own servers with a concurrent licensing model or a solution that is hosted by the vendor, aka a cloud solution or Software as a Service (SaaS) model.

Proposers who offer a Legal Hold component to their eDiscovery software solution are invited to outline those capabilities.
1.3 **Group Purchase Authority**

Texas law authorizes institutions of higher education to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer(s) under this Section. Should another institution exercise this option the resulting contract and obligations shall be between that institution and the vendor with UNTS incurring no obligation as a result thereof.
SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

UNTS will accept proposals submitted in response to this RFP until 2:00 p.m., Local Time on February 8, 2018 (the “Submittal Deadline”).

2.2 UNTS Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following UNTS contact (“UNTS Contact”):

Michael J. Abernethy, Senior Director for Procurement Services

UNTS specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to the UNTS Contact via the following link: https://www.untsystem.edu/bid-inquiry.

UNTS Contact must receive all questions or concerns no later than 5:00 PM Local Time on January 22, 2018. It is UNTS’s intent to respond to all appropriate questions and concerns; however, UNTS reserves the right to decline to respond to any question or concern.

Answers to questions will be posted via addendum to this RFP on UNTS’s Bid Opportunities web page located at: https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities. Proposers are strongly encouraged to visit this page at least four (4) business days prior to the Submittal Deadline or earlier to ensure that you have received all applicable addenda.

2.3 Criteria for Selection

The successful Proposer(s), if any, selected by UNTS in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the best value to UNTS taking into consideration the evaluation criteria contained herein. The successful Proposer(s) is/are referred to as the “Contractor.” UNTS reserves the right to make a single award from this solicitation or multiple awards, whatever is in the best interest of UNTS with UNTS being the sole judge thereof.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to UNTS as outlined below. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to UNTS in a contract for the Services.

An evaluation team from UNTS will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. Proposers should address in your response each of the criteria listed in this section. Failure to respond to these criteria may result in your proposal receiving a negative rating or considered as non-responsive. Proposers should note that the awarded proposal may not be the lowest offer, but the offer(s) deemed most advantageous to UNTS as described in this section.

The criteria to be considered by UNTS in evaluating proposals and selecting awardee(s) will be the following factors:

- The Contractor’s plan to assist UNTS OGC in reducing the labor intensive process of review,
analysis and production of ESI;

- The Contractor’s relevant goods and services outlined in this RFP;
- The Contractor’s relevant experience, qualifications and success in providing the goods and services outlined in this RFP;
- The Contractor’s references from institutions of higher education, teaching hospitals, and state agencies;
- The Contractor’s financial proposal including, but not limited to discounts, services and other charges/fees;
- The quality of the proposal, specifically responsiveness to requirements and adequacy of information provided;
- The contractual terms which would govern the relationship between the UNTS and the Contractor.

Furthermore, UNTS may consider information related to past contract performance of a Proposer including, but not limited to the Texas Comptroller of Public Accounts Vendor Performance Tracking System.

2.4 Key Events Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFP</td>
<td>January 12, 2018</td>
</tr>
<tr>
<td>Deadline for Questions/Concerns</td>
<td>January 22, 2018</td>
</tr>
<tr>
<td>Issuance of Addenda with Answers</td>
<td>January 25, 2018</td>
</tr>
<tr>
<td>Submittal Deadline</td>
<td>February 8, 2018, 2:00 PM Local Time</td>
</tr>
</tbody>
</table>

Note: This events schedule is for planning purposes only and may be changed at the sole discretion of UNTS.

2.5 Historically Underutilized Businesses

This Section Not Used.

2.6 Pre-Submittal Conference

None Anticipated.
SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit one (1) complete original copy of its entire proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. Section 2 of APPENDIX ONE) of submitted proposal. The Proposer’s proposal bearing an original signature should contain the mark “Original” on the front cover of the proposal.

For submission of competitive solicitation responses, UNTS does not consider electronic signatures to be valid therefore the original signature must be a “wet signature.”

In addition to the original proposal, Proposer must submit one (1) complete copy of the entire proposal electronically on a USB Flash Drive. The USB Flash Drive must include a protective cover and be labeled with Proposer’s name and RFP number.

3.2 Submission

Proposals must be received by UNTS on or before the Submittal Deadline and should be delivered to:

University of North Texas System
Procurement Services
Business Service Center
1112 Dallas Drive, Suite 4000
Denton, TX 76205

The RFP number and submittal date should be marked in the lower left-hand corner of sealed bid envelope, box or container.

Proposals submitted via facsimile or other electronic means will not be accepted unless otherwise specified within this RFP.

3.3 Proposal Validity Period

Each proposal must state that it will remain valid for UNTS’s acceptance for a minimum of one hundred and eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays. Should circumstances arise that require an extension to this period, UNTS reserves the right to provide extensions at its discretion.

3.4 Terms and Conditions

3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Notice to Proposer (ref. Section 2 of this RFP) and the Proposal Requirements and General Instructions (ref. Section 1.8 of APPENDIX ONE). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

3.4.1.1 Scope of Services/Specifications/Deliverables (ref. Section 5 of this RFP);

3.4.1.2 Proposal Requirements and General Instructions (ref. Section 1.8 of APPENDIX ONE);
3.4.1.3 Notice to Proposer (ref. Section 2 of this RFP).

3.5 **Submittal Checklist**

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

3.5.1 Signed and Completed *Execution of Offer* (ref. Section 2 of **APPENDIX ONE**);

3.5.2 Responses to *Proposer's General Questionnaire* (ref. Section 3 of **APPENDIX ONE**);

3.5.3 Signed and Completed *Addenda Checklist* (ref. Section 4 of **APPENDIX ONE**).
SECTION 4

GENERAL TERMS AND CONDITIONS

UNTS’s standard purchase order terms and conditions may be found at: https://www.untsystem.edu/sites/default/files/bsc_po_terms_12.19.2017.pdf. If a Proposer takes exception to any of these terms and conditions in our standard purchase order terms and conditions, those exceptions should be stated and located in a separate section of the proposal marked “Exceptions.” Proposers are advised that should UNTS not accept a stated exception it may result in disqualification of your proposal.

4.1 Term

UNTS intends that the term of the contract resulting from this RFP shall be as defined in any license agreements or other contractual instruments agreed to by the UNTS and the Contractor.
SECTION 5

SCOPE OF SERVICES/SPECIFICATIONS/DELIVERABLES

Any Proposer submitting a proposal must review and attest in its bid that it will comply with the "UNT System Compliance Requirements for Information Technology Systems and Services" located at https://itss.untsystem.edu/sites/default/files/Compliance%20Requirements%20for%20IT%20Systems%20and%20Services.pdf. This document is also included as Appendix A.

The eDiscovery software solution must meet or exceed the following minimums of each stage of the EDRM. For purposes of this RFP, terms describing the phases of the eDiscovery process shall be as generally defined by the EDRM found at http://www.edrm.net/frameworks-and-standards/edrm-model/.

**Collection/Ingestion**
- a) Ingest ESI in multiple formats
- b) Process containers such as .zip files, .pst files and embedded objects
- c) Maintain the integrity of ESI such that the data may be produced in its original form
- d) Identify corrupted, encrypted or password protected files
- e) Maintain parent-child relationships during Collection/Ingestion and Processing

**Processing**
- a) Filter and cull ESI to reduce the amount of data that must be reviewed and analyzed
- b) De-duplication at both the custodian level and the matter level
- c) De-NIST
- d) Maintain parent-child relationships during Collection/Ingestion and Processing

**Review**
- a) Review ESI through keyword searches, Boolean searches, proximity searches
- b) Perform queries with multiple search parameters
- c) Issue coding
- d) Tag ESI, including bulk tagging
- e) Redact ESI

**Analysis**
- a) Evaluate the content and context of ESI, including key patterns, topics, people and discussions

**Production**
- a) Deliver ESI in native format
- b) Deliver ESI with industry standard load files

**Presentation**
- a) Display ESI before an audience, such as in a court room, at a hearing or mediation

**Pricing and Delivery Schedule**

Proposer shall provide a Pricing and Delivery Schedule that includes a schedule of fees relative to the implementation, licensing, and training for this solution as well as any other fees for which UNTS shall be responsible (ref. Section 1.10 of APPENDIX ONE).
APPENDIX ONE

AFFIRMATIONS AND CONFIRMATIONS

1.1 Purpose

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

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

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

1.2 Inquiries and Interpretations

UNTS may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by UNTS as having received a copy of this RFP. Only UNTS’s responses that are made by formal written Addenda will be binding on UNTS. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by UNTS prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes. This addenda shall be posted to UNTS’s Bid Opportunities Web Page located at: https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities. Proposers are strongly encouraged to visit this page at least four (4) business days prior to the Submittal Deadline or earlier to ensure that you have received all applicable addenda.

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

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

1.3 Public Information

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

All information, documentation, and other materials submitted in response to this RFP is subject to public disclosure under the Texas Public Information Act (Government Code, Chapter 552.001, et seq.). Proposer will be advised of a request for public information that implicates their materials if those materials are marked “Confidential and Proprietary” and will have the opportunity to raise any objections to disclosure to the Texas Attorney General.

1.4 Type of Agreement

To Be Determined

1.5 Proposal Evaluation Process

UNTS will select Contractor by using the competitive sealed proposal process described in this Section.

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

At UNTS’s sole option and discretion, UNTS may discuss and negotiate elements of proposals submitted with any or all proposers. Furthermore, UNTS may request presentations or system demonstrations from any or all Proposers at no cost or obligation to UNTS.

After submission of a proposal but before final selection of Contractor is made, UNTS may permit a Proposer to revise its proposal in order to obtain the Proposer’s best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. UNTS is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to UNTS overall, as determined by UNTS according to the evaluation criteria contained herein.
UNTS reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of UNTS. Proposer is hereby notified that UNTS will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by UNTS.

1.6 Proposer's Acceptance of Evaluation Methodology

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. Section 1.5 of APPENDIX ONE), [b] the Criteria for Selection (ref. Section 2.3 of this RFP), [c] the Specifications and, [d] the terms and all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by UNTS during this RFP process.

1.7 Solicitation for Proposal and Proposal Preparation Costs

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

1.8 Proposal Requirements and General Instructions

1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of UNTS.

1.8.3 UNTS will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.

1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by UNTS, at UNTS's sole discretion.

1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP. Proposers are encouraged to completely address the evaluation criteria.

1.8.6 UNTS makes no warranty or guarantee that an award will be made as a result of this RFP. UNTS reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in UNTS's best interest. UNTS reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to UNTS, at UNTS's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by UNTS, in UNTS's sole discretion.

1.8.8 Should a Proposer wish to protest or dispute determinations or awards made in connection with this RFP, it shall be done by submitting a Letter of Protest/Dispute to UNTS Senior Director for Procurement Services outlining the issue to be considered.

1.9 Execution of Offer

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

1.10 Pricing and Delivery Schedule

Proposer must provide a Pricing and Delivery Schedule (ref. Section 5 of this RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

UNTS will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.
In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to UNTS, and the time period within which Proposer proposes to be able to complete each such phase.

1.11 Proposer's General Questionnaire

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

1.12 Addenda Checklist

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

1.13 Submission

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP number and the Submittal Deadline should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Proposer must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP) as required by this RFP (ref. Section 2.5 of this RFP.)

Upon Proposer’s request and at Proposer’s expense, UNTS will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. UNTS will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFP.

UNTS will not accept proposals submitted by telephone, proposals submitted by Facsimile ("FAX") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to UNTS. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without UNTS's consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to UNTS, in UNTS's sole discretion.

By signing the Execution of Offer (ref. Section 2 of APPENDIX ONE) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on UNTS that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with UNTS as specified herein and that such intent is not contingent upon UNTS's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

1.14 Page Size, Binders, and Dividers

Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

1.15 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.16 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.
SECTION 2
EXECUTION OF OFFER

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

2.1 By signature hereon, Proposer represents and warrants the following:

2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between UNTS and Proposer; (3) UNTS has made no representation or warranty, written or oral, that one or more contracts with UNTS will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.

2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.

2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.

2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.

2.1.6 If selected by UNTS, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

2.1.7 If selected by UNTS, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.

2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that UNTS will rely on such statements, information and representations in selecting Contractor. If selected by UNTS, Proposer will notify UNTS immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.

2.1.9 Proposer will defend with counsel approved by UNTS, indemnify, and hold harmless UNTS, UNTS, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.

2.1.10 Pursuant to Sections 2107.008 and 2252.903, Government Code, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

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

2.3 By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at UNTS.

2.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, Tax Code, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at UNTS's option, may result in termination of any resulting contract or agreement.

2.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer’s proposal.

2.7 By signature hereon, Proposer certifies as follows:

"Under Section 231.006, Family Code, relating to child support, Proposer certifies that the individual or business entity named in the Proposer’s proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

2.8 By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of UNTS, on the other hand, other than the relationships which have been previously disclosed to UNTS in writing; (ii) Proposer has not been an employee of any component institution of UNTS within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer’s proposal or any contract resulting from this RFP (ref. Section 669.003, Government Code). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before UNTS enters into a contract or agreement with Proposer.

2.9 By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

2.10 By signature hereon, Proposer affirmatively states that it does not boycott Israel, pursuant to Texas Gov’t Code Section 2270.001. Additionally, Proposer shall not engage in a boycott of Israel during the term of this Agreement.

2.11 By signature hereon, Proposer represents and warrants that all products and services offered to UNTS in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the Texas Hazard Communication Act, Chapter 502, Health and Safety Code, and all related regulations in effect or proposed as of the date of this RFP.

2.12 Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time UNTS makes an award or enters into any contract or agreement with Proposer.

2.13 If Proposer will sell or lease computer equipment to UNTS under any agreements or other contractual arrangements that may result from the submission of Proposer’s proposal then, pursuant to Section 361.965(c), Health & Safety Code, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, Health & Safety Code and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, Texas Administrative Code. Section 361.952(2), Health & Safety Code, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term “computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

2.14 Proposer should complete the following information:

If Proposer is a Corporation, then State of Incorporation: __________________________

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

RFP No.: _______________________

Title: ___________________________
NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Company Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer’s Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)
SECTION 3
PROPOSER’S GENERAL QUESTIONNAIRE

NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under Sections 552.021 and 552.023, Government Code, individuals are entitled to receive and review such information. Under Section 559.004, Government Code, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.

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

3.1 Proposer Profile

3.1.1 Company’s Legal Name:

________________________________________

Address of principal place of business:

________________________________________

________________________________________

Address of office that would be providing service under the Agreement:

________________________________________

________________________________________

Number of years in Business: ____________________________

State of incorporation: ____________________________

Number of Employees: ____________________________

Annual Revenues Volume: ____________________________

Name of Parent Corporation, if any: ____________________________

Are you a certified Historically Underutilized Business (HUB)? (circle one) YES NO

If “Yes”, please indicate the issuing authority and include copy of your certificate.
SECTION 4
ADDENDA CHECKLIST

Proposal of: ______________________________________
(Proposer Company Name)
To: University of North Texas System
Ref.: eDiscovery Software Solution
RFP No.: 769-18-1222MA

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

**Note:** If there was only 1 Addendum, initial just the first blank after No. 1, **not** all 5 blanks below.

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: ______________________________________

By: (Signature of Duly Authorized Representative)

Printed Name: ______________________________________
Printed Title: ______________________________________
Date: ______________________________________
APPENDIX A

Compliance Requirements for Information Technology
Systems and Services

Compliance Statement

Information technology systems that are provisioned for the use, support, or delivery of services to or by UNT System and its Institutions are required to adhere to applicable laws, standards, and policies associated with information security practices. These practices are largely based in part on standards administered by the State of Texas, however other international, federal, and industry best practice requirements must be met in order to comply with governing authorities and bodies of knowledge.

Information technology systems that are owned and managed by UNT System or institutions must adhere to the requirements noted in in this document. Services, systems, information, and information technology whose use, access, management, processing, or implementation are outsourced to external service providers or suppliers must also adhere to these requirements.

Application

In general, all information technology systems must comply with a core body of security requirements as noted in Section 1, “General Security Controls for All Systems and Services”.

Systems or services that require the use of confidential information as part of functionality, must adhere to applicable controls established for protecting data, as noted in Section 2, “Controls for Services and Systems that use Confidential Information”.

Server configuration requirements can be found in Section 3, “Controls for Servers and Other Systems”.

Requirements for applications built by vendors and those developed in-house can be found in section 4, “Controls for Applications”.

Web based services must comply with controls established for secure development and lifecycle management of websites, web applications, and mobile applications, as noted in Sections 5-6, “Controls for Websites and Web Applications”, and “Controls for Mobile Applications”.

Service providers and suppliers must comply with controls established in Section 7, “Requirements for Service Providers and Supplier”. Requirements include establishing procedures for ensuring that security aspects of the relationship between UNT System or
institutions are established, documentation expectations when initiating relationships, service delivery management, and changes associated with services.

Exceptions to the application of these controls should be directed to the Chief Information Security Officer for UNT System for approval.

1. General Security Controls for All Systems and Services

   a. UNT System Information Security Policy 8.1000 [http://www.untsystem.edu/pdfs/policies-admin/08.100/08.100_Information-Security-%2800127965xC146B%29.pdf]
   b. UNT System Information Security Handbook
      [https://itss.untsystem.edu/sites/default/files/unt_system_information_security_handbook_2016.pdf]
   c. Texas Administrative Code, Title 1, Part 10, Chapter 202, Subchapter C for Higher Education
   f. SANS Critical Security Controls [https://www.sans.org/critical-security-controls/]

2. Controls for Services and Systems that Use Confidential Information

   a. See General Security Controls for All Systems and Services
   b. Confidential information is defined as information that must be protected from unauthorized disclosure or public release, based on state or federal law, e.g., the Texas public information Act, and other constitutional, statutory, judicial, and legal agreement requirements.
   c. Confidential information must be encrypted when transmitted over a public network; when stored in a public location that is accessible without compensating controls in place; and when copied to, or stored on, a portable computing device, removable media, or a non-state organization owned computing device.
   d. Approval to use confidential information in an information system or service must be obtained from the respective information owner. See the IT Shared Services website for more information, [http://informationowners.untsystem.edu/]
   f. Health Insurance Portability and Accountability Act (HIPAA, [http://www.hhs.gov/ocr/privacy/])
   g. Payment Card Industry Data Security Standards (PCI-DSS, [https://www.pcisecuritystandards.org/security_standards])

Office of the Chief Information Security Officer
UNT System IT Shared Services

i. UNT System Non-Disclosure Agreement (contact CISO for UNT System)
3. Controls for Servers and Other Systems
   a. See General Security Controls for All Systems and Services
   b. See Controls for Servers and Systems that Use Confidential Information
   c. SANS Secure Configurations for Hardware and Software on Mobile Devices, Laptops, Workstations and Servers [https://www.sans.org/critical-security-controls/control/3](https://www.sans.org/critical-security-controls/control/3)
   d. Center for Internet Security (CIS) Benchmark Division Resources, [https://benchmarks.cisecurity.org/downloads/multiform/index.cfm](https://benchmarks.cisecurity.org/downloads/multiform/index.cfm). Use the latest versions of CIS Security Benchmarks for Windows, Windows Server, Apple OSX, and Red Hat Enterprise. As of the date of this document, the following are applicable:
      i. CIS Microsoft Windows 7 Benchmark v2.1.0
      ii. CIS Microsoft Windows Server 2008 R2 Benchmark v2.1.0
      iii. CIS Apple OSX 10.10 Benchmark v1.0.0
      iv. CIS Red Hat Enterprise Linux 6 Benchmark v1.4.0
   e. Secure server design and configuration must be included in all phases of development and implementation. Web servers must not be susceptible to security vulnerabilities, including those found in the OWASP Top 10 Security Risks, [https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project](https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project)
   f. Cryptographic Key Management Requirements
      i. Encryption must be employed to ensure secure transmission of confidential information, e.g., SSL.
      ii. The minimum length strength for protecting confidential information is 128-bit encryption algorithm.
      iii. Encryption keys must be managed using automated mechanisms with supporting procedures or manual procedures. Encryption keys must be secured.

4. Controls for Applications
   a. See General Security Controls for All Systems and Applications
   b. See Controls for Servers and Systems that Use Confidential Information
   c. SANS Critical Security Control No. 6, Application Software Security, [https://www.sans.org/critical-security-controls/control/6](https://www.sans.org/critical-security-controls/control/6)

5. Controls for Web Applications and Web Sites
   a. See General Security Controls for All Systems and Services
   b. See Controls for Servers and Systems that Use Confidential Information
   c. UNT System Web Hosting Policy, [https://itss.untsystem.edu/cws/web-hosting-policy](https://itss.untsystem.edu/cws/web-hosting-policy)
d. State Websites, Texas Administrative Code, Title 1, Part 10, Chapter 206(C) - see https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=1&pt=10&ch=206 &s ch=C&amp;r=Y


f. Secure website design and configuration must be included in all phases of development and implementation. Website must not be susceptible to security vulnerabilities, including those found in the OWASP Top 10 Security Risks, https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project

g. Compatibility with web browsers/versions supported by the UNT System

h. Websites must be compatible with mobile devices

6. Controls for Mobile Applications
   a. See General Security Controls for All Systems and Services
   b. See Controls for Servers and Systems that Use Confidential Information
   c. SANS Secure Configurations for Hardware and Software on Mobile Devices, Laptops, Workstations and Servers https://www.sans.org/critical-security-controls/control/3
   d. OWASP Top 10 Mobile Controls and Design Principles
      https://www.owasp.org/index.php/OWASP_Mobile_Security_Project#tab=Top_10_Mobile_Controls
   e. OWASP Mobile Application Coding Guidelines

7. Requirements for Establishing and Maintaining Relationships with Suppliers and Service Providers
   a. UNT System Information Security Handbook, Section 13, Supplier Relationships

Contact Information
Office of the Chief Information Security Officer
IT Shared Services, UNT System
security@untsystem.edu
940-369-7800

Office of the Chief Information Security Officer
4
UNT System IT Shared Services
9/16/2016

Revised