REQUEST FOR PROPOSAL

#### The University of Texas Health Science Center at Houston

for

## Selection of a Vendor to Provide

#### Software and Implementation Services

#### RFP No. 744-R1806

#### Grant and Contract Management System

#### Software & Implementation Services

Bid Submittal Deadline: Friday, March 9, 2018 at 2PM CST

HUB Subcontracting Plan Submittal Deadline: Friday, March 9, 2018 at 2PM CST

****

Prepared By:

Laura Lander, Contract Manager

The University of Texas Health Science Center at Houston

1851 Crosspoint, Suite OCB-1.160

Houston, Texas 77054

Laura.Lander@uth.tmc.edu

January 22, 2018

Request for PROPOSAL

TABLE OF CONTENTS

SECTION 1:  INTRODUCTION 3

SECTION 2:  NOTICE TO PROPOSER 5

**SECTION 3: SUBMISSION OF PROPOSAL** 9

**SECTION 4: TERMS AND CONDITIONS** 11

**SECTION 5: SPECIFICATIONS AND ADDITIONAL QUESTIONS** 12

**SECTION 6: PRICING AND DELIVERY SCHEDULE** 26

**Attachments:**

**APPENDIX ONE: PROPOSAL REQUIREMENTS**

**APPENDIX TWO: SAMPLE AGREEMENT *(SEPARATE ATTACHMENT)***

**APPENDIX THREE: HUB SUBCONTRACTING PLAN *(SEPARATE ATTACHMENT)***

**APPENDIX FOUR: *(INTENTIONALLY DELETED)***

**APPENDIX FIVE: ACCESS BY INDIVIDUALS WITH DISABILITIES**

**APPENDIX SIX: ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT**

**SPECIFICATIONS**

**APPENDIX SEVEN: Security Characteristics and Functionality of**

**ContractoR’s INFORMATION RESOURCES**

**APPENDIX EIGHT: CERTIFICATE OF INTERESTED PARTIES**

##### SECTION 1

**INTRODUCTION**

* 1. **Description of University**

Founded in 1972, The University of Texas Health Science Center at Houston (“UTHealth” or “University”) is one of the fifteen component universities of The University of Texas System. UTHealth is the most comprehensive academic health center in Texas, and is comprised of six schools:

* Medical School (MSB) - 6431 Fannin Street
  + Includes the Institute of Molecular Medicine (IMM) - 1825 Pressler Street
* School of Dentistry (SOD) - 7500 Cambridge Street
* School of Public Health (SPH) - 1200 Pressler Street
  + with campuses in Houston, Austin, Brownsville, Dallas, El Paso, and San Antonio
* School of Nursing (SON) - 6901 Bertner Avenue
* School of Biomedical Informatics (SBMI) - 7000 Fannin Street
* Graduate School of Biomedical Sciences (GSBS) - 6767 Bertner Avenue

UTHealth combines biomedical sciences, behavioral sciences, and the humanities to provide interdisciplinary activities essential to the definition of modern academic health science education. UTHealth is committed to providing health professional education and training for students, and is dedicated to providing excellence in research and patient care, which is offered through its clinics, Memorial Hermann Hospital System (its primary teaching hospital), and other affiliated institutions. UTHealth is a major part of the concentration of medical schools, hospitals and research facilities generally referred to as the Texas Medical Center.

UTHealth has nearly 7,400 employees and approximately 5,200 students. As a component of the University of Texas System, UTHealth is subject to the “Rules and Regulations of the Board of Regents of The University of Texas System for the government of The University of Texas System.”

* 1. **Background, Current Circumstances, and Existing Systems**

Background

UTHealth has a robust research/sponsored projects program with an annual funding base exceeding $210 million from a wide-range of federal, state, private/foundation, and industry sponsors. The University has over 450 principal investigators whose proposal, award, and contracting needs are supported by Sponsored Projects Administration (“SPA”) and a number of departmental grants and contracts specialists. In Fiscal Year 2017, UTHealth:

* Submitted 1,412 proposals, 70% of which were to federal sponsors; predominately NIH
* Received 976 awards (new, renewal, supplements, transfers, and continuing)
* Executed nearly 2,000 agreements including subawards, material transfer, data use, industry clinical trials, confidentiality, and other miscellaneous.

Current Circumstances:

Sponsored Projects Administration is the central office for the University responsible for overall administrative and financial management of grants and contracts awarded to the University. It consists of 37 staff members among four teams: Grants and Contracts, Clinical Research Finance and Administration, Post Award Finance, and Systems and Reporting. SPA works closely with faculty and departmental staff and other financial and regulatory departments to ensure appropriate management of proposals and awards as well as with the offices of Legal Affairs, Technology Management, and Procurement to achieve favorable contract terms to UTHealth.

There are over 100 departmental staff members in the six schools who are responsible for the daily management of proposals, awards, and contracts. These individuals are the liaisons between the faculty members, SPA, and other central offices to prepare grant proposals and to provide administrative, regulatory, and financial support for the duration of an award; from set-up through closeout.

Existing Systems

UTHealth currently utilizes *Cayuse424* for system to system proposal submission to various federal agencies, with support for Grants.gov and Reseach.gov opportunities, as well as for routing non-federal proposals between departments and SPA. *Cayuse424* was implemented about 6 years ago andis not integrated with any other systems at UTHealth.

SPA maintains a grant and contract database called *SPAR*. *SPAR* is a fully customized database built on the PeopleSoft Human Capital Management (HCM) System. *SPAR* has been in existence for about 15 years, is at capacity, and is no longer capable of meeting the diverse research administration and reporting needs of UTHealth. SPAR is only accessed by central personnel because of insufficient role-based security.

Post Award/Financial Management is maintained in the *PeopleSoft* *FMS 9.2* system. UTHealth created a fully customized solution for financial management of grants and contracts. UTHealth does not utilize PeopleSoft Grants. All award set up information is manually entered into *PeopleSoft* as data from *SPAR* does not interface to Post Award.

Reporting is prepared in *Tableau*. *SPAR* data is extracted via queries and transferred to *Tableau*. Only three individuals can query SPAR data and create *Tableau* reports. About 50 reports are created and distributed each month along with a number of ad-hoc reporting requests.

All grant and contract related documents are scanned and indexed into *Documentum (now OpenText™)* with no links to *SPAR* or *PeopleSoft*. All documents are stored as either TIFF or PDF files and there is only one searchable criteria; *PeopleSoft* project number. Documentum has been in use by SPA for over 20 years. Only SPA staff can access the documents because there is no role based security.

All internal forms required for proposal management and award set-up are created with Adobe, Word or Excel, are paper/manual, and are routed via email or interoffice mail.

Interfaces to other UTHealth software systems will be required as part of this RFP as described in the Scope of Work below in section 5.3.

**1.3 Objective of Request for Proposal**

UTHealth (“**University**”) is soliciting proposals in response to this Request for Proposal for Selection of a Vendor, RFP No. 744-R1806 (this “**RFP**”), to provide software and implementation of a new Grant & Contract Management System (“**GCMS**”) from qualified vendors (“**Services**”). The selected Proposer will have documented experience with successful GCMS System implementations. Minimum Qualification Requirements for vendors are stated in **Section 5.2** of this RFP

The overall objective of the GCMS is to provide a single electronic solution for creating and submitting grant proposals and for establishing and managing grant awards, subawards, and a variety of contracts from receipt/set-up through project close out. The University is seeking to leverage the new system to maximize efficiency and to accommodate continued growth and complexity of its Sponsored Projects portfolio. The solution will allow electronic management of several processes, workflow, and approvals that are critical for the daily operations of Sponsored Projects Administration. The system will eliminate duplicate data entry by allowing automatic flow of data within its own modules and between other interfaced University systems, thus, eliminating the need to maintain manual processes.

UTHealth wishes to explore a self-hosted or cloud-based solution.

A thorough and detailed implementation work plan and schedule is requested to assure the University that the Proposer intends to provide these support services for the duration of the implementation until full acceptance of the software. It is intended for the Proposer’s implementation team to work together with the functional and technical teams of the University throughout the implementation and testing stages of the GCMS. The Services are more specifically described in **Section 5.3** (Scope of Work) of this RFP.

In the future, the University will consider adding, replacing, or upgrading other software solutions for other areas of sponsored projects including Clinical Trial Management, Institutional Review Board (IRB), Institutional Animal Care and Use Committee (IACUC), Conflict of Interest, Technology-Patents and Licensing, and University safety committees. Although these areas are not the primary focus of this RFP, the availability of modules to accommodate work processes of these offices represents added value to the University. Proposers are invited to briefly describe these additional modules at the end of the RFP.

Proposers who are chosen to move forward in the selection process will be required to provide software demonstrations on-site at UTHealth, at mutually agreeable times and at the expense of proposers. It is expected that each proposer’s demonstration will be a full work day. A detailed schedule and demonstration requirements will be provided after the RFP submission deadline.

**1.4 Group Purchase Authority**

Texas law authorizes institutions of higher education (defined by [Section 61.003, *Education Code*](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.61.htm#61.003)) to use the group purchasing procurement method (ref. Sections [51.9335](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.51.htm#51.9335), [73.115](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.73.htm#73.115), and [74.008](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.74.htm#74.008), *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System (**UT System**), which is comprised of fourteen institutions described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

**SECTION 2**

**NOTICE TO PROPOSER**

**2.1 Submittal Deadline**

University will accept proposals until **2:00 PM Central Standard Time (CST), on Friday, March 9, 2018** (**Submittal Deadline**).

**2.2 RFP Contact Information and Questions**

Interested parties may direct questions about this RFP to:

**Attention:**

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, Suite OCB-1.160

Houston, Texas 77054

Email: laura.lander@uth.tmc.edu

Subject Line: RFP: 744-R1806

*University instructs interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) in accordance with this Section on or before* ***12:00 PM CST, Thursday, February 22, 2018*** *(****Question Deadline****), or (ii) if questions relate to Historically Underutilized Businesses, in accordance with* ***Section 2.5****.*

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

**2.3 Criteria for Selection**

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

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) service, (2) total overall cost, and (3) project management expertise.

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

* + 1. Threshold Criteria Not Scored
       1. Ability of University to comply with laws regarding Historically Underutilized Businesses

2.3.1.2 Ability of University to comply with laws regarding purchases from persons with disabilities

*(continue to next page)*

* + 1. Scored Criteria
       1. **10% Qualifications & Experience:** Evaluation in this category will be based on verifiable

track record in developing, implementing, and supporting the GCMS in similar environments, resources to be applied, depth and breadth of expertise and experience, demonstrated results attained in similar projects, understanding of the University environment, client references, and financial resources. Respondents MUST provide answers to **questions 2-5** in **Section 5.4** of this RFP.

* + - 1. **45%** **Functional Requirements & Added Value:**  Evaluation in this category will be based on

the Respondent’s ability to implement a GCMS that meets or exceeds the minimum functional requirements and required project deliverables outlined in **Section 5.3** of this RFP, which includes high level system design, project team’s resumes, and description of similar systems implemented. Respondents MUST provide answers to **questions 6-48** in **Section 5.4** of this RFP. Respondents are welcome to offer other modules that may be valuable for University operations. Examples may include, but are not limited to, modules for Clinical Trial Management, Institutional Review Board (IRB), Conflict of Interest (COI), and Institutional Animal Care and Use Committee (IACUC). A description of the added value functionality should be provided in the answer to **question 49** in **Section 5.4** of this RFP.

* + - 1. **25% Technical Requirements & Project Services:** Evaluation in this category will be based

on the ability of the hardware and software to meet the technical needs. Respondents MUST provide a full set of documentation which includes hardware and software configuration, data center description, sample DR (Disaster Recovery) plan (test at least once per year) and security measurements. Respondents MUST also provide a detailed work plan that addresses major implementation activities including an estimate of the type of resources required (University, Respondent and other), number of person-days and elapsed time, qualifications/ responsibilities of Respondent personnel to be involved, and any assumptions made in creating the estimate. This work plan should also include sign-off steps at the completion of system acceptance (30 to 90 days after system go-live date.) Respondents MUST provide answers to **questions 50-109** in **Section 5.4** of this RFP.

If your company is proposing a Cloud-Based Solution, **Questions 110-167** will be evaluated as part of the technical score.

* + - 1. **20% Price:** Evaluation in this category will be based on the total cost of GCMS ownership to

University, including software, software maintenance, hardware, data conversion, testing, interfaces, implementation, hosting, specialized consumables, if any, and training. Respondents MUST submit price as outlined in **Section 6** of this RFP. Proposals will be ‘normalized’ to a common scope of work for evaluation purposes. Respondents providing the best cost and discount will be given the highest available score in this category; next ranked Respondents will be proportionately ranked accordingly.

* 1. **Key Events Schedule**

Date RFP Issued January 22, 2018

Pre-Proposal Conference February 12, 2018 at 1:00 PM CST

(ref. **Section 2.6**)

Question Deadline February 22, 2018, 12:00 PM CST

(ref. **Section 2.2**)

Submittal Deadline March 9, 2018, 2:00 PM CST

(ref. **Section 2.1**)

HUB Subcontracting Plan Deadline March 9, 2018, 2:00 PM CST

(ref. **Section 2.5.7**)

**2.5 Historically Underutilized Businesses**

2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (**HUBs**) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any Work, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this Section 2.5 will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any Work will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of Work by the Proposer is subject to review by University to ensure compliance with the HUB program.

2.5.2 University has reviewed this RFP in accordance with [34 TAC Section 20.13(a)](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=13), and has determined that subcontracting opportunities ARE PROBABLE under this RFP.

2.5.3 A HUB Subcontracting Plan (**HSP**) is a required part of the proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses, attached as **APPENDIX THREE**.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including* ***APPENDIX THREE****. Proposers that fail to submit the HSP will be considered non-responsive to this RFP as required by* [Section 2161.252, *Government Co*de](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2161.htm#2161.252)*.*

Contractor will not be permitted to change its HSP unless: (1) Contractor completes a new HSP in accordance with the terms of **APPENDIX THREE**, setting forth all modifications requested by Contractor, (2) Contractor provides the modified HSP to University, (3) University approves the modified HSP *in writing, and (*4) all agreements resulting from this RFP are amended in writing to conform to the modified HSP.

2.5.4 *At the same time Proposer submits its* proposal *(no later than the Submittal Deadline (ref.* ***Section 2.1****))*, Proposer must submit the following HUB materials (**HUB Materials**):

**ONE (1) complete original paper copy of Proposer’s HSP and one electronic copy included on the flash drive referenced in Section 3.1.**

Proposer’s HUB Materials must be submitted (as instructed in **Section 3.2**) under separate cover and in a separate envelope (**HSP Envelope**)with the top outside surface clearly indicating:

2.5.4.1 RFP No. and the Submittal Deadline (ref. **Section 2.1**) in the lower left hand corner,

2.5.4.2 Name and the return address of Proposer, and

2.5.4.3 Phrase “HUB Subcontracting Plan”

Any proposal submitted in response to this RFP that is not accompanied by a separate HSP Envelope meeting the above requirements may be rejected by University and returned to Proposer unopened as non-responsive due to material failure to comply with advertised specifications.

University will open Proposer’s HSP Envelope prior to opening the proposal to confirm Proposer submitted the HSP. Proposer’s failure to submit the HSP will result in University’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

**Note**: The requirement that Proposer provide the HSP under this **Section 2.5.4** is separate from and does not affect Proposer’s obligation to provide University with the number of copies of its proposal specified in **Section 3.1**.

2.5.5 University may offer Proposer an opportunity to seek informal review of its draft HSP by University’s HUB Office before the Submittal Deadline. If University extends this offer, details will be provided at the Pre-Proposal Conference (ref. **Section 2.6**) or by other means. Informal review is designed to help address questions Proposer may have about how to complete its HSP properly. Concurrence or comment on Proposer’s draft HSP by University will *not* constitute formal approval of the HSP, and will *not* eliminate the need for Proposer to submit its final HSP to University as instructed by **Section 2.5**.

2.5.6    Questions regarding the HUB Subcontracting Plan should be directed to the HSP Contact below:

Shaun McGowan

Manager, HUB & Small Business Program

1851 Crosspoint, Suite OCB-1.160

                        Houston, Texas 77054

                        Phone: (713) 500-4862

                        Fax (713) 500-4710

                        E-mail: [Shaun.A.McGowan@uth.tmc.edu](file:///G:\Purchasing\Standard%20Forms_Contracts_Bids\Bidding\IFO's\Shaun.A.McGowan@uth.tmc.edu)

2.5.7 **HSPs must be submitted to the HSP Contract listed in Section 2.5.6 on March 9, 2018.** At that time, the bids with a passing HSP will be opened.

**2.6 Pre-Proposal Conference**

University will host a pre-proposal conference at the date, time and location provided below. The pre‑proposal conference will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP.

**Date and Time:** Monday, February 12, 2018 at 1PM CST

**Location:** The University of Texas Health Science Center

7000 Fannin Street (University Center Tower Building), Room M37 (mall level)

Houston, TX 77030

**Parking:** UCT Garage

**Participate by Phone:** Prospective Proposers unable to attend the pre-proposal conference in-person

may participate via telephone; a request for conference call-in information may sent to Laura.Lander@uth.tmc.edu.

**SECTION 3**

**SUBMISSION OF PROPOSAL**

**3.1 Number of Copies**

Proposer must submit (a) **ONE (1)** **complete paper copy of its *entire* proposal** and (b) **ONE (1) complete electronic copy of its entire proposal on a flash drive** *(please provide the Pricing and Delivery - Section 6 as a separate file on the flash drive; all other files should be combined. The HUB Plan can also be a separate file).*

An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**).

**3.2 Submission**

Proposals **must** be received by University in the Procurement office on or before the Submittal Deadline (ref. **Section 2.1**) and delivered to:

**Attention: Laura Lander**

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, Suite OCB-1.160

Houston, TX 77054

University will not acknowledge or receive Proposals that are delivered by electronic mail (e-mail).

**Proposals that are not delivered prior to the RFP deadline will be rejected.**

**3.3 Proposal Validity Period**

Each proposal must state that it will remain valid for University’s acceptance for a minimum of One Hundred Eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

**3.4 Terms and Conditions**

3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2**), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5**). 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 Specifications and Additional Questions (ref. **Section 5**);

3.4.1.2 Agreement (ref. **APPENDIX TWO**);

3.4.1.3 Proposal Requirements (ref. **APPENDIX ONE**);

3.4.1.4 Notice to Proposers (ref. **Section 2**).

**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 University may reject the proposal:

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

3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6**)

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

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

3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions

Section (ref. **Section 5**)

3.5.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref.

**Section 2.5** and **APPENDIX THREE**)

3.5.7 Signed and completed W-9 Form

3.5.8 Copy of Proposer’s current insurance certificate. (Note: At the time contract execution, selected Contractor will be required to provide proof of insurance in accordance with limits stated in the attached Sample Agreement (ref. **APPENDIX TWO**).

**SECTION 4**

**GENERAL TERMS AND CONDITIONS**

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a list of the exceptions as part of its proposal in accordance with **Section 5.4, question 1**. Proposer’s exceptions will be reviewed by University and may result in disqualification of Proposer’s proposal as non-responsive to this RFP. If Proposer’s exceptions do not result in disqualification of Proposer’s proposal, then University may consider Proposer’s exceptions when University evaluates the Proposer’s proposal.

SPECIFICATIONS AND ADDITIONAL QUESTIONS

## General

The Minimum Qualification Requirements and the Specifications for the GCMS, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in Section 2.3 of this RFP, the successful Proposer is referred to as the “**Contractor**.”

## Minimum Qualification Requirements

Each proposal MUST include information that clearly indicates that Proposer meets each of the following qualifications with regard to GCMS implementation:

* Proposer must have business process analysis experience as it relates to GCMS at a large academic institution.
* Proposer must have application implementation project management experience.
* Proposer must possess a minimum of 3 years’ experience in GCMS business systems integration. Expertise in GCMS implementation, as listed in this RFP, is required.

## Scope of Work

**Objective of GCMS**

The overall objective of the GCMS is to provide a single electronic solution for creating and submitting grant proposals and for establishing and managing grant awards, subawards, and a variety of contracts from receipt/set-up through project close out.

**University Project Team**

The University project team structure consists of a project sponsor, an executive level steering committee, department and faculty advisory committees, and an overall implementation team comprised of functional and technical team members. The implementation team will have primary responsibility for working directly with the selected contractor on system design and functionality, participating in GCMS fit/gap sessions, documenting business process changes, acceptance testing, historical data conversion, and user training. Current processes are, or will be, documented and will be made available to the selected Contractor. UTHealth wishes to modify current processes to achieve the greatest system efficiency and ease of use while retaining appropriate and necessary internal controls and compliance.

Individual team members will be responsible for reviewing specific components of the GCMS regarding areas in which they have expertise. Information Technology team members will be responsible for hardware and software implementation and creating interfaces with other existing systems. It is anticipated that representatives from functional, technical and user constituencies will be represented at all project levels. These representatives will bring the functional expertise, in-depth knowledge of administrative and financial management processes, familiarity with the skills and abilities of the workforce, and general management experience necessary for the project to succeed.

The University will provide technical and functional staff in support of the engagement as required.

**Proposer’s Work Plan**

Selected Contractor will provide the GCMS described below to the University. Proposer must submit detailed work plans. Within the work plans, once a resource is assigned to the tasks, any influence on the resources’ work which includes vacation requests or time off the project must be included. The University believes that it is crucial to keep the same resource active in the role it started throughout duration of the project so there is no delay due to the learning curve of a new resource or project staff having to wait until the resource returns from time off. The University expects Proposer to assume direct responsibility for tasks defined in the work plan. Avoid use of terms such as “coordinate”, “assist” and “advise”.

**Holiday Work**

Implementation and go-live may take place during a University holiday weekend; therefore, holiday pricing should be included as applicable in **Section 6**.

### Required Project Deliverables

1. Appropriate fit/gap documentation for any configuration or customization required in the GCMS application and associated modifications to the SPA or University business processes
2. Frequently updated and accurate work plan. Detailed work plans contain task level detail for all resources including the University and other parties. Tasks must have detailed descriptions, type of resource required, amount of time required, elapsed time, planned time off, and start and completion dates.
3. Effective and efficient business processes according to configurations and customizations required for the University with formal user acceptance
4. Acceptance of GCMS modules’ performance per functional requirements in this RFP
5. Data conversion from SPAR
6. Train implementation team throughout the implementation process and assist with the initial training
7. Template training documentation and reference materials (in MicroSoft Word to allow for revision based on UTHealth’s system configuration and processes).

### GCMS Minimum Functional Requirements

UTHealth understands that systems currently on the market offer many similar capabilities that are required by UTHealth. Each proposal MUST include information that clearly indicates Proposer’s GCMS can meet the following minimum functional requirements by completing question #6 in section 5.4. Questions 7- 45 highlight specific areas and capabilities where the University would like more detailed information.

Minimum Functional Requirements:

* Web-based portal to facilitate the **complete electronic lifecycle** of proposals, grant awards and contracts
* Single sign on user account authentication (SAML or LDAP enabled)
* Interface with *PeopleSoft Financial Management* System*, PeopleSoft Human Capital Management* System*, Huron ecrt* effort certification system, *iMedRes iRIS* system for IRB and IACUC.
* System to system proposal submission to grants.gov
* Automated workflow for routing and approvals with email alerts
* Upload, store, and retrieve all documents associated/linked to a specific project with unlimited storage restrictions.
* Audit trail of all transactions
* Role based access and security
* Report creation by individual user based on access and security, all data fields exportable

UTHealth also understands that each system will have unique capabilities that may be desirable to UTHealth. Proposers are encouraged to highlight these unique capabilities when responding to section 5.4 of this RFP. Proposers are also encouraged to provide screen-shots where appropriate to help describe the system functionality.

## Questions Specific to this RFP

Proposer MUST submit the information requested in this section as part of its proposal.

##### If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. APPENDIX 2), Proposer must submit a list of the exceptions.

### Qualifications & Experience (10% of Scoring Criteria)

##### What percentage of Proposer’s company is currently related to GCMS application system development and implementation? What percentages of Proposer’s clients are in academic or research institutions?

##### How long (in months and years) has Proposer’s company been offering and implementing GCMS applications? Please list all GCMS applications implemented, client name, and go-live dates (MM/YYYY) in past 3 years.

##### Does Proposer anticipate utilizing any subcontractor(s) for this Project? If yes, in what role(s) will the subcontractor(s) be used?

##### Provide summary resumes for proposed key personnel (qualified technical and project management resources) who will be providing services for this project, including his/her proposed role in this project, specific experiences with similar GCMS implementation projects, and number of years of employment with Proposer’s or subcontractor’s company.

### Functional Requirements (45% of Scoring Criteria)

#### Minimum Functional Requirements:

#### Briefly describe the proposed GCMS’s ability to meet the minimum functional requirements listed above. Note any exceptions or alternative solutions to the minimum requirements. System demonstrations will be used for reviewing the proposal/award/contract lifecycle (See section 1.3 of this RFP) so step by step details are not requested as part of the response.

#### Dashboard Views – PI, Department Admin, Sponsored Projects Administration:

* + - * 1. The optimal system will have a user-configurable dashboard or home page that shows, at minimum, the status of every proposal, award, contract (based on user role/security) and a “to do” list that includes system generated tasks and sponsor deliverables . Provide screenshots and a description of the home page or dashboard that the user will see upon logging into the system. Provide the view for the Principal Investigator, a Department Administrator, and a Central Sponsored Projects signing official. While the overall look will be the same, the amount of viewable information and navigation links should vary between the three user roles.

*Master Records and Sub-Records (Parent – Child Accounts)*

* + - * 1. Provide a description and flow chart or diagram depicting the master record to sub-records (parent/child} relationship through various aspects of a proposal to award. For example: Initial proposal to resubmission to award with multiple accounts or subawards, to continuation, to supplement, to competing proposal. Include an example of how each could be numbered or identified.

*Proposals*

* + - * 1. Does the GCMS include a faculty and staff member profile that can be auto-filled from PeopleSoft HCM? Can specific fields of the profile be manually updated by employee? What is the recommended practice for storing and populating eRA commons user ID’s?
        2. Does the GCMS allow SPA to lock or unlock components of a proposal at various times?
        3. How does the GCMS differentiate between a modular and a detailed budget? UTHealth requires a detailed budget for all proposals, will the GCMS convert a detailed budget to a modular budget?
        4. Does the GCMS include a subrecipient database? Describe how subrecipient entity and personnel are added to a proposal. How are subrecipient budgets included?
        5. Does the GCMS allow for automation of internal proposal documents such as proposal review form, cost share approval, and indirect cost waiver? Describe this process.
        6. Explain the grants.gov proposal validation/error checking process.
        7. Can SPA delete proposals that are abandoned or created in error?
        8. Can SPA override workflow to edit and submit a proposal?
        9. Does the GCMS include the ability to identify and manage limited submission opportunities?
        10. Is there a way to archive unfunded proposals?

*JIT/Preaward*

* + - * 1. Does the GCMS support Just in Time responses by triggering task list item, notifications, workflow, etc. when JIT request is received?
        2. Is there a way to indicate that the PI opted not to submit the JIT documentation?
        3. Does the GCMS allow for creating a preliminary account prior to receiving a notice of award?

*Award*

* + - * 1. Does the GCMS include a way to list, and notify PI/department of, specific grant restrictions or unusual terms and conditions of an award?
        2. Does the GCMS include a mechanism to capture deliverables and due dates along with system generated notices?
        3. Does the GCMS allow the PI/Department to submit a request for modification via the GCMS to SPA such as NCE, change of PI or rebudget?
        4. How does the GCMS allow for an award to be established when there was no initial proposal? Can a proposal be added after it has been submitted?
        5. How does the GCMS handle multi-PI and split accounts for reporting and dash-board purposes?

#### Contracting

* + - * 1. Describe the process for adding a subrecipient or other type of agreement associated with an award.
        2. How are negotiations tracked and finalized in the GCMS?
        3. Does the GCMS include ability to document subrecipient risk assessment and monitoring?
        4. Can the GCMS route agreements to other central departments such as legal or Intellectual Property for review and comments?
        5. Is there any differentiation between the subaward process and another type of agreement such as a consulting agreement that is associated with the award?
        6. How does the GCMS incorporate non-monetary agreements such as Material Transfer, and Data Use that may or may not be associated with a grant award?

*Financial Tracking*

* + - * 1. Does the GCMS include a financial tracking module that allows for *bi-directional flow of data between the GCMS and PeopleSoft Financial System?*
        2. Are budget modifications made in the financial system and passed to the GCMS, or from the GCMS to the financial system, or both?
        3. What expenses can be encumbered in the GCMS?
        4. Does the GCMS include Accounts Receivable and Billing and Revenue modules or information by award?
        5. Does the GCMS allow for prorating budgets to the University’s fiscal year?
        6. Does the GCMS track total effort over time per employee?

*Clinical Trials*

* + - * 1. *Does the GCMS allow for alternative budgeting approaches such as per patient, fixed price, or milestone?*
        2. *Is there a way to track high-level planned vs. actual enrollment in the GCMS?*

*Other*

* + - * 1. Describe how Central Sponsored Projects Admin office staff (by person) would be assigned tasks within the GCMS and how overall SPA workload is captured and managed.
        2. Does the GCMS have field or screen “Help” information? Is the “Help” content defined and maintained by UTHealth?
        3. Does the GCMS allow instant Messaging or chatting between users within the system?
        4. Does the GCMS include tools to support collaboration such as shared files?
        5. Does the GCMS allow for assigning a faculty member to more than one department or to an institute or center in addition to a department?
        6. Can a system user delegate tasks or approvals to another user?
        7. Does the GCMS contain a number of user defined fields on all or most screens?
        8. Does the GCMS include functionality to capture internally funded research proposals and awards, separate from externally funded for reporting purposes?

### Added Value (included in 45% Functional Requirements Scoring Criteria)

##### What other modules does Proposer offer that may be valuable for University operations? Examples may include modules for institutional safety committees, Institutional Review Board (IRB), Conflict of Interest (COI), Grants Administration or Institutional Animal Care and Use Committee (IACUC).

### Technical Requirements (25% of Scoring Criteria)

*Special Instructions: Proposers must respond to all technical questions whether proposing an in-house or cloud solution. In the case where Proposer’s information is applicable to multiple questions or sections of the RFP, Proposer MUST restate its complete answer each time applicable; Proposer must NOT use references such as “SEE INFORMATION IN SECTION…” or “SEE ANSWER/RESPONSE IN….”*

#### Architecture

##### Provide an application structure diagram listing hardware, 3rd party software, desktop/mobile device requirements, WI-FI requirements, RFID requirements, scanners for barcode reading, printers for cage cards, etc.

##### Can the GCMS run in a virtualized environment? What virtualization technologies are supported? Please explain.

##### Provide the supported operating GCMSs (O/S). What O/S version is the GCMS currently certified to run on? How fast do you certify the product with new O/S version updates?

##### Do you support Oracle and/or SQL Server for the database? If not, please provide the required database. Describe the licensing methodology for the database. (Submit pricing for licensing in Section 6.)

##### Is Java required? If yes, what version(s) are currently supported, and how are new versions of Java certified and how often?

##### Does licensing support multiple environments (i.e. Production, Test, Development, Training/Sandbox, Disaster Recovery, etc.)?

##### Does the GCMS support archiving of data? If so, describe the process, how data can be accessed later, and how the GCMS deals with transactions that span multiple days.

##### How many concurrent users are supported? Provide details.

##### Based on the volume of sponsored projects described in section 1.2 – Background section above, what is the approximate size of the GCMS database? Assume 10-15 years of historical data and documents with anticipated growth of 10% per year . Provide details.

#### Security

##### Describe/diagram the GCMS’s physical security and connectivity.

##### Does the GCMS provide an administration interface where all administrators are identified as individuals as opposed to a generic administrator? If so, explain.

##### Does the GCMS support normal user account controls (i.e. unique user IDs, password standards, forgotten password procedures, multiple logins, timeouts, etc.)? Please elaborate on the user ID/password process.

##### Can a user be logged in to the GCMS from more than one location at the same time? If so, explain how.

##### Does the GCMS support LDAP or SAML integration for authentication/Single Sign On? If so, provide details.

##### Does the GCMS support SSL technology? If so, explain.

##### Does the GCMS encrypt passwords? If so, what is the level of encryption?

##### Does the GCMS encrypt sensitive data both during transmission and at rest? If so, explain.

##### Does the GCMS have session timeouts and alerts before the user is disconnected? If so, explain.

##### Does the GCMS have role-based security profiles which can be dynamically created and modified? If so, explain.

##### Does the GCMS have an audit trail/log to show the “who, what, when and where” of user activities? How is this log information accessed? Provide details.

##### Does the GCMS support the storage, security, and potential redaction of the following data? If so, provide details.

###### Financial information, grant or contract information and payment data

###### Redacted internal research data/detail, private departmental information, redacted financial transactions, IT infrastructure data

###### Public University data (e.g., unrestricted University web information) and University directory information

#### Integration/Interfaces

##### Does the GCMS integrate with PeopleSoft Financial Management System and PeopleSoft Human Capital Management System? If so, please explain the interface functions and interface methods (api, database lookup, file based).

##### What is the process for compatibility with PeopleSoft updates? Can the PeopleSoft interface pull authorized accounts for staff and authorized staff for accounts? Explain how.

##### Does the GCMS integrate with iRIS software (from iMedRIS Data Corporation) for information such as protocol number and status?

* + - * 1. Does the GCMS integrate with Huron ecrt for sponsored project detailed and committed effort? Explain how.

##### Does the GCMS support general integration into other systems such as importing of data, database access, api calls, data exports, etc.? If so, please describe.

#### Reporting

##### Does the GCMS provide the ability to dynamically search all data and create and modify custom reports? If so, explain the process. Can report templates be saved?

##### Does the GCMS interface with third party reporting applications and/or reporting tools (e.g. Excel, Crystal Reports, Tableau, data dumps, etc.)? If so, please describe.

##### Can data and reports be printed and/or exported in multiple formats (PDF, MS Excel, Word, etc.)? If so, please explain.

#### Implementation

##### Describe Proposer’s general methodology and approach to GCMS implementations.

##### Provide a detailed implementation plan describing required internal University resources, project timeline, key deliverables, estimated hours, acceptance testing, training plans, user testing, and go-live support. (Note: Work plan should contain task level detail for all resources including the University, and any other parties involved. Tasks must have descriptions, type of resource required, amount of time required, elapsed time, start and completion dates.)

##### What assistance or resources will Proposer’s company require from the University to successfully complete the Project? Resources may include, but are not limited to, information, office space, office equipment, administrative support, etc. What will Proposer’s company require the University Project Team to do (or prepare) before Proposer can start work?

##### How frequently does Proposer’s company substitute planned members of its project team before a project starts?

##### How does Proposer’s company handle vacation requests or time off for individuals during a project? Indicate in Section 6 if overtime rates will apply for implementation go-live cutover on a holiday weekend. Describe Proposer’s process for working with key staff and customizing workflows, as needed.

##### Describe how Proposer will effectively manage responsibilities to ensure successful completion of the project.

##### Describe how Proposer estimates time required for fit/gap sessions with the University and its Project Manager for automation of processes.

##### Describe the process for ensuring that project resources capable of meeting schedule and application performance objectives are available for this GCMS project.

##### Describe the process for effective training and knowledge transfer to appropriate levels of the University staff on configurations, modifications, reports, and interface support resulting from the implementation.

##### Describe the process for quickly identifying and solving GCMS technical issues that arise during implementation and post go-live support, while providing adequate guidance to minimize operational impact.

##### Describe the change control process to maintain the proper level of controls, communication strategies, and change management activities to guarantee project success.

#### Work Plan

##### Describe how the Proposer plans to work with the University staff to refine and finalize project plan through implementation, acceptance and post go-live support.

##### How does the Proposer obtain and document agreement on project plan and acceptance criteria from all participants?

##### How often does the Proposer maintain/update the project plan from the implementation resource perspective?

##### How does the Proposer’s Project Manager provide oversight for GCMS implementation resources to ensure that all work is performed on time, on budget and at expected quality?

##### How frequently does Proposer plan to report project status to the University Project Sponsor? Include status reports or meetings in detailed project plan.

##### *Data Conversion*

##### Based on the information below, describe the data conversion process to the new GCMS. If there is additional cost for data conversion, provide details in Section 6.

###### At a minimum, data conversion will include proposal and award information currently residing in SPAR (up to 15 years of history.) The data can be made available in a MS Excel spreadsheet or XML format.

###### In addition, the University may want to import documents from Documentum or from a shared drive. At minimum, all documents for pending proposals and active awards.

#### Training

##### Is there targeted training for different types of users such as PI’s, Department Administrators, Central Sponsored Projects staff. If so, please describe. How many days of onsite training are recommended for each type of user?

##### Are there on demand resources to provide ongoing training such as videos, quick reference guides, manuals, on-line courses, on-site courses? If so, please describe.

* + - * 1. Is there a comprehensive electronic user manual that can be supplemented/modified by UTHealth.

#### Support

##### Describe the annual maintenance needed for the GCMS.

##### What is the average monthly and annual downtime for the GCMS?

##### Is there a standard maintenance window? If so, when and how often does it occur? What notification methods are used when unscheduled maintenance is required?

##### Describe the cycle for new product releases. Please provide the schedule of updates for the past 2 years.

##### Provide an overview of the GCMS’s testing and quality assurance processes. Provide what GCMS Acceptance testing looks like during initial implementation and upgrades. Does it include application testing, GCMS testing, and integration testing?

##### Does testing for a new installation and/or upgrade include application, GCMS, and integration testing? Please provide a general plan including timeline for this process.

##### Provide Proposer’s customer support plan. What are the support hours, methods of support (phone, email, live chat, portal for FAQ, on-site), levels of support, escalation procedure, issue priority determination?

##### How are customer issues resolved? What is the average time to resolution for the different priority levels?

##### What is the end of life strategy for GCMS versions? How long are obsolete versions supported?

##### What type of Online and Offline Support Documentation is available?

##### Describe in detail the types of application Support offered for users after the initial training is complete (phone, email support or User Group meetings, etc.)

#### Cloud

##### *Special Instructions: If the proposed GCMS offers a cloud solution, then complete this section (questions 110-167)*

110. Indicate Cloud Service’s ability to meet the following minimum requirements. Note any exceptions or alternative solutions to the minimum requirements.

* Service Level Agreement for uptime.  *SLA Uptime Guidance:*

*99.99% uptime translates to less than 53 minutes per year downtime  
99.9% uptime translates to almost 9 hours per year downtime  
99.5% uptime translates to almost 44 hours per year downtime  
99% uptime translates to almost 90 hours (87.6 or 3.65 days) per year downtime*  
*\*Outage or disaster subtractions may or may not be appropriate in some cases.*

##### 

* Encryption Requirements
  + Data in transit and file uploads or transfers must be secured with encryption protocols.
  + For data in transit, cloud providers should be using SSL from an established, reliable and secure independent CA.
  + The SSL CA needs its authentication practices audited annually by a trusted third-party auditor.
  + For data in transit, SSL should deliver at minimum 256-bit encryption based on the new 2048-bit global root certificate and it should require a rigorous authentication process.
  + The SSL issuing authority should maintain military-grade data centers and disaster recovery sites optimized for data protection

##### Provide a proposed architecture document which includes a full network diagram of the proposed University environment, illustrating the relationship between the University environment and any other relevant networks (include ports/protocols). Include a data flowchart that details where University data resides (including backup processes), what data will be collected (data inventory), data fields required, and the applications that manipulate the data and the security thereof.

##### Define how you classify your cloud solution: IaaS, SaaS, PaaS, etc.

##### Is your cloud solution hosted by a 3rd party cloud provider, or based in your own datacenter?

##### Provide a description of how often the infrastructure/hardware/software is upgraded, hardened and patched and what communications/requirements are there to notify the customer? Can the customer select its own maintenance window(s)? Provide a description of the maintenance schedule and customer notification process.

##### Is the cloud solution a single-tenant and/or shared (multi-tenant) cloud service?

##### Explain how customer data is either physically or logically separated from your other customers.

##### Who is responsible for entering or transferring initial and/or ongoing data to your solution?

##### Are there any customization or customer specific changes allowed for your cloud services? If so please describe along the associated costs for these changes.

##### Describe the automated Information Lifecycle (Configuration Upgrade and Control) Management capabilities of your cloud solution and the benefits clients receive from this functionality.

##### What are the options for dedicated storage, dedicated hardware firewalls and load balancers to connect to the public cloud offerings in your facilities?

##### Do you share networks, VPNs, firewalls and load balancers between your dedicated and public cloud environments?

##### Provide an outline of the size of the network (number of contiguous IP addresses) available to a customer’s cloud environment; if applicable.

##### Explain your data and sensitive documents handling and destruction practices for customer data.

*Encryption*

##### For data in storage, what encryption technology is utilized for data storage?

##### For data in storage, how are encryption keys for stored data managed?

##### Particularly for data backup and recovery, what technology is used to encrypt data backups and how are those keys managed?

##### If databases are utilized in the solution, what level of encryption is applied?

*Data Recovery*

1. Describe the storage options connected to your cloud solution: SAN and/or NAS, etc.
2. Describe the backup and archival process and length of time backups are available.
3. Do you perform test restores? How frequently?
4. Do you have any file or directory versioning capabilities short of restoring from a backup?
5. Identify the location of backups, key management, and storage for any backup encryption keys.
6. What archival backup/restore/versioning is part of the agreement and what actions require any additional service fees?
7. Explain any shadowing or redundancy you have across multiple datacenters or repositories, and if those data repositories are within or outside the continental US and are directly controlled by the vendor
8. Describe the disaster recovery plan with maximum downtime limits: RPO and RTO objectives.
9. Do you offer persistent cloud images (longer than 2-week retention) or offer back up in your cloud longer than 1-month retention?
10. Does your cloud backup allow file-based restore, without requiring clients to mount a full historic copy of their virtual machine?

*Access Privileges and Internal Controls*

1. A description of the physical security measures in place within your data centers. Describe both the physical data center access as well as server room and physical host access.
2. How are the logical and physical data center services secured from other users and external threats?
3. What level of support does the vendor provide for SingleSignOn (SSO) or authentication utilizing UTHealth identity management infrastructure? Please provide a detailed description of those authentication methods.
4. Is there support for two-factor authentication?
5. What level of administrative privileges and controls does UTHealth have over the system, software, and our users?
6. Explain your employee hiring, orientation, and security training process and any non-compete or data/customer confidentiality agreements you have them sign.

*Auditing, Monitoring, and Reporting*

1. Does the provider have an allowance for UTHealth to audit either the application or network infrastructure?
2. What notice is required to do non-intrusive vs. intrusive scans or other vulnerability assessments?
3. What allowances does the vendor provide to access or request any security related configuration files, developed application code, policies, or quality assurance and testing documents?
4. What internal software/hardware/infrastructure audits do you perform? How often are they done?
5. Explain how the vendor monitors and reports upon notification of abuse or investigation. Specifically, include DMCA notices, regulatory violations, criminal or civil investigations and additional requests, etc. made by either an outside entity or UTHealth.
6. Describe your scheduled maintenance times and customer notification processes. A 36 month maintenance history should be provide for review.
7. Explain your levels of customer support for your cloud offering beyond self-help, knowledge based or message boards. Are there additional costs associated for this support? If so, note those costs or cost structure used.
8. Define your trouble ticket severity levels. How are they assigned and how are they escalated? Is escalation automatic based on a metric or customer initiated?
9. Explain all dashboards and analytics that are in place for customer use.
10. Explain any real-time monitoring that the customer might deploy that the vendor has developed.
11. Explain what additional reporting, training, aggregate, industry, research, or other reporting information or data might be available as part of a customer subscription.

*Security and Business Continuity*

1. What actions do you take after identifying a security issue? Define “security issue” as it relates to your cloud solution.
2. Do you have an incident response plan? Will you provide a copy? Provide incident response history or examples.
3. Explain how you notify a customer in the event of a breach or security issue?
4. Do you have a formal Risk Analysis plan and review it annually? Provide a copy for review.
5. Do you have a Disaster Recovery plan, and what tests do you perform on your disaster recovery plan?
6. What are the contract stipulations regarding potential customer losses and/or for transfer of data and support to another organization should the business fail?
7. Do you use the UTHealth data for any other purposes, whether metadata (in part) or whole for other services?

*Application Accessibility*

1. Describe the ADA or other accessibility requirements or capabilities of your solution. Specifically, does it comply with the follow:
   1. [TGC 2054.451](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2054.htm#2054.451), enacted in 2005, requires that all state agencies and institutions of higher education, provide state employees and members of the public access to and use of electronic information resources.
   2. [1 TAC 206](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=206), aligns state web accessibility standards with the federal regulations set forth in [Section 508 of the Rehabilitation Act of 1973](http://www.section508.gov/).
   3. [1 TAC 213](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=213) enacted state standards for procurement, development, or usage of EIR for people with disabilities and also aligns accessibility standards with the federal regulations set forth in [Section 508](http://www.section508.gov/).
2. Detail the mobile device access capabilities and any security controls for protecting linking to lost or stolen customer mobile devices containing data.

*Regulatory Compliance*

1. What is the vendor’s and any 3rd party’s compliance requirements to SSAE 16/SAS70-II, SOX, PCI-DSS, ISAE3402, SOC1, 2 or 3, Safe Harbor, HIPAA, FERPA, TAC202, or other regulatory requirements?
2. Can the vendor describe their own commitment to remaining in compliance?
3. Can the vendor describe how they ensure any 3rd parties utilized remain in compliance?
4. Will the vendor attach their latest compliance audit performed by a recognized qualified 3rd party and commit to maintaining that described level of security?

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

**Proposal of:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Proposer Name)

**To:** The University of Texas Health Science Center at Houston

**RFP No.:** 744-R1806

Having examined specifications and requirements of this RFP (including attachments), the undersigned proposes to furnish Work upon the pricing terms quoted below:

**6.1 Price**

**6.1.1 Base Bid**

|  |  |  |
| --- | --- | --- |
| **Deliverable Description** | **In-House GCMS** | **Cloud GCMS** |
| Software License or Subscription (unlimited user site license - 400 to 500 concurrent users) |  |  |
| Software Maintenance/Support (specify pricing/coverage levels offered) |  |  |
| Implementation Services |  |  |
| Data Conversion |  |  |
| Training & Materials |  |  |
| Third Party Software |  |  |
| Third Party Software Support |  |  |
| Ancillary Hardware (e.g. specialized printers, mobile devices or scanners) |  |  |
| Ancillary Hardware annual maintenance (including warranty period and pricing/coverage levels offered) |  |  |
| **Total Year 1 Price** |  |  |

**6.1.2 Additional Costs**

|  |  |  |
| --- | --- | --- |
| **Deliverable Description** | **In-House GCMS** | **Cloud GCMS** |
| Estimate of additional costs University may incur in the implementation of this proposal including any Proposer’s charges for products or services necessary, but not included, in the proposal pricing above. |  |  |

**6.1.3 Maintenance Fees**

|  |  |  |
| --- | --- | --- |
| **Description** | **In-House GCMS** | **Cloud GCMS** |
| Year 2 – Maintenance & Subscription Fees |  |  |
| Year 3 – Maintenance & Subscription Fees |  |  |
| Year 4 – Maintenance & Subscription Fees |  |  |
| Year 5 – Maintenance & Subscription Fees |  |  |

**6.2 Delivery Schedule of Events and Time Periods**

Total Number of Calendar Days to Complete Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Delivery date for go-live in attached work plan.

**6.3 Payment Terms**

University’s standard payment terms are “net 30 days” as mandated by the *Texas Prompt Payment Act*(ref. [Chapter 2251, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm)).

University will be entitled to withhold \_\_\_\_\_\_\_\_\_\_ percent (\_\_\_\_%) of the total payment due under the Agreement until after University’s acceptance of the final work product.

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: \_\_\_\_\_%\_\_\_\_\_days/net 30 days.

[Section 51.012, *Education Code*](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.51.htm#51.012), authorizes University to make payments through electronic funds transfer methods. Respondent agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Respondent agrees to provide Respondent’s banking information to University in writing on Respondent letterhead signed by an authorized representative of Respondent. Prior to the first payment, University will confirm Respondent’s banking information. Changes to Respondent’s bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W‑9](https://www.irs.gov/uac/about-form-w9) signed by an authorized representative of Respondent.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [Section 151.309, *Tax Code*](http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.151.htm#151.309)*,* and [Title 34 TAC Section 3.322](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=3&rl=322). Pursuant to [34 TAC Section 3.322(c)(4)](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=3&rl=322), University is not required to provide a tax exemption certificate to establish its tax exempt status.

**Proposer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Signature for Proposer)

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

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

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPENDIX ONE

PROPOSAL REQUIREMENTS

TABLE OF CONTENTS

SECTION 1:  GENERAL INFORMATION 29

SECTION 2:  EXECUTION OF OFFER 32

**SECTION 3: PROPOSER'S GENERAL QUESTIONNAIRE** 35

**SECTION 4: ADDENDA CHECKLIST** 37

**SECTION 1**

**GENERAL INFORMATION**

**1.1 Purpose**

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

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

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

**1.2 Inquiries and Interpretations**

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

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

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

**1.3 Public Information**

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

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

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

**1.4 Type of Agreement**

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

**1.5 Proposal Evaluation Process**

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

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

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

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

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

**1.6 Proposer's Acceptance of RFP Terms**

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

**1.7 Solicitation for Proposal and Proposal Preparation Costs**

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

**1.8 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 University.

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

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 University, at University’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.

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

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

**1.9 Preparation and Submittal Instructions**

1.9.1 Specifications and Additional Questions

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

1.9.2 Execution of Offer

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

1.9.3 Pricing and Delivery Schedule

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

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

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

1.9.4 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.

1.9.5 Addenda Checklist

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

1.9.6 Submission

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

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

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

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

**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** **Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:

2.1.1 Proposer will furnish Work to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.

2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer’s preparation of a response to this RFP.

2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing Work.

2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform Work.

2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of Work.

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

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

2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.

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

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

2.1.11 Pursuant to Sections [2107.008](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2107.htm#2107.008) and [2252.903](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.903), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.

2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer’s proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer’s intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer’s proposal.

**2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.

**2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, *Tax Code*](http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.171.htm), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.

**2.4** **Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [Section 15.01, et seq., *Business and Commerce Code*](http://www.statutes.legis.state.tx.us/Docs/BC/htm/BC.15.htm), 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.

**2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.

**2.6 Child Support Certification.** Under [Section 231.006, *Family Code*](http://www.statutes.legis.state.tx.us/Docs/FA/htm/FA.231.htm#231.006)*,* relating to child support, the individual or business entity named in Proposer’s proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.

**2.7 Relationship Certifications.**

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

* Proposer has not been an employee of any member institution of UT System within the immediate twelve (12) months prior to the Submittal Deadline.
* No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer’s proposal or any contract resulting from this RFP (ref. [Section 669.003, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.669.htm#669.003)).
* All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.

**2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

**2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=OSHACT&p_id=2743)) and the *Texas Hazard Communication Act*, [Chapter 502, *Health and Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.502.htm), and all related regulations in effect or proposed as of the date of this RFP.

**2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this Execution of Offer. All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.

**2.11** **Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [Section 361.965(c), *Health & Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.361.htm#361.965), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, *Health & Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.361.htm#Y)*,* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=30&pt=1&ch=328&sch=I&rl=Y). [Section 361.952(2), *Health & Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.361.htm#361.952)*,* 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.

**2.12 Conflict of Interest Certification.**

* Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
* Proposer’s provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
* Proposer has disclosed any personnel who are related to any current or former employees of University.
* Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.

**2.13 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.: 744-R1806

**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**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.021) **and** [**552.023**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.023)**, *Government Code*, individuals are entitled to receive and review such information. Under** [**Section 559.004, *Government Code***](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.559.htm#559.004)**, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.**

**Submitted and Certified By:**

(Proposer Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed) (Telephone Number

(Proposer’s Street Address) (Fax Number)

(City, State, Zip Code) (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**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.021) **and** [**552.023**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.023)**, *Government Code*, individuals are entitled to receive and review such information. Under** [**Section 559.004, *Government Code***](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.559.htm#559.004)**, 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 Legal name of Proposer company:

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***NOTE: If Proposer is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.***

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).

3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University’s RFP. Proposer will include in its customer reference list the customer’s company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.

3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to [Section 231.006, *Family Code*](http://www.statutes.legis.state.tx.us/Docs/FA/htm/FA.231.htm#231.006), and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [Chapter 552, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm)), and other applicable law.

**3.2 Miscellaneous**

Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

**SECTION 4**

**ADDENDA CHECKLIST**

**Proposal of:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Proposer Name)

**To:** The University of Texas Health Science Center at Houston

**RFP No.:** 744-R1806

Ladies and Gentlemen:

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

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

**Proposer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Signature for Proposer)

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

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

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPENDIX TWO

**SAMPLE AGREEMENT**

*(INCLUDED AS SEPARATE ATTACHMENT)*

APPENDIX THREE

**HUB SUBCONTRACTING PLAN**

*(INCLUDED AS SEPARATE ATTACHMENT)*

**APPENDIX FIVE**

**ACCESS BY INDIVIDUALS WITH DISABILITIES**

*Special Instructions: Proposers must respond to all technical questions whether proposing an in-house or cloud solution. In the case where Proposer’s information is applicable to multiple questions or sections of the RFP, Proposer MUST restate its complete answer each time applicable; Proposer must NOT use references such as “SEE INFORMATION IN SECTION…” or “SEE ANSWER/RESPONSE IN….”*

Contractor represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Contractor provides to University under this Agreement (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=213)*,* and [1 TAC Section 206.70](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=206&rl=70) (ref. [Subchapter M, Chapter 2054, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2054.htm#M).) To the extent Contractor becomes aware that EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants it will, at no cost to University, either (1) perform all necessary remediation to make EIRs satisfy the EIR Accessibility Warranty or (2) replace EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Contractor fails or is unable to do so, University may terminate this Agreement and, within thirty (30) days after termination, Contractor will refund to University all amounts University paid under this Agreement. Contractor will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by University or University’s third party testing resources as required by [1 TAC Section 213.38(g)](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=213&rl=38).

**APPENDIX SIX**

**ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS**

*Special Instructions: Proposers must respond to all technical questions whether proposing an in-house or cloud solution. In the case where Proposer’s information is applicable to multiple questions or sections of the RFP, Proposer MUST restate its complete answer each time applicable; Proposer must NOT use references such as “SEE INFORMATION IN SECTION…” or “SEE ANSWER/RESPONSE IN….”*

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

University is primarily a Microsoft products environment.

**Basic Specifications**

If the EIR will be hosted by University, please describe the overall environment requirements for the EIR (size the requirements to support the number of concurrent users, the number of licenses and the input/output generated by the application as requested in the application requirements).

1. Hardware: If Proposer will provide hardware, does the hardware have multiple hard drives utilizing a redundant RAID configuration for fault tolerance? Are redundant servers included as well?
2. Operating System and Version:
3. Web Server: Is a web server required? If so, what web application is required (Apache or IIS)? What version? Are add-ins required?
4. Application Server:
5. Database:
6. Other Requirements: Are any other hardware or software components required?
7. Assumptions: List any assumptions made as part of the identification of these environment requirements.
8. Storage: What are the space/storage requirements of this implementation?
9. Users: What is the maximum number of users this configuration will support?
10. Clustering: How does the EIR handle clustering over multiple servers?
11. Virtual Server Environment: Can the EIR be run in a virtual server environment?

If the EIR will be hosted by Proposer, describe in detail what the hosted solution includes, and address, specifically, the following issues:

1. Describe the audit standards of the physical security of the facility; and
2. Indicate whether Proposer is willing to allow an audit by University or its representative.

If the user and administrative interfaces for the EIR are web-based, do the interfaces support Firefox on Mac as well as Windows and Safari on the Macintosh?

If the EIR requires special client software, what are the environment requirements for that client software?

Manpower Requirements: Who will operate and maintain the EIR? Will additional University full time employees (FTEs) be required? Will special training on the EIR be required by Proposer’s technical staff? What is the estimated cost of required training.

Upgrades and Patches: Describe Proposer’s strategy regarding EIR upgrades and patches for both the server and, if applicable, the client software. Included Proposer’s typical release schedule, recommended processes, estimated outage and plans for next version/major upgrade.

## Security

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

## Integration

1. Is the EIR authentication Security Assertion Markup Language (**SAML**) compliant? Has Proposer ever implemented the EIR with Shibboleth authentication? If not, does the EIR integrate with Active Directory? Does the EIR support TLS connections to this directory service?

2. Does the EIR rely on Active Directory for group management and authorization or does the EIR maintain a local authorization/group database?

3. What logging capabilities does the EIR have? If this is a hosted EIR solution, will University have access to implement logging with University’s standard logging and monitoring tools, RSA’s Envision?

4. Does the EIR have an application programming interface (**API**) that enables us to incorporate it with other applications run by the University? If so, is the API .Net based? Web Services-based? Other?

Will University have access to the EIR source code? If so, will the EIR license permit University to make modifications to the source code? Will University’s modifications be protected in future upgrades?

Will Proposer place the EIR source code in escrow with an escrow agent so that if Proposer is no longer in business or Proposer has discontinued support, the EIR source code will be available to University.

## Accessibility Information

Proposer must provide the following, as required by [1 TAC Section 213.38(b)](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=213&rl=38):

1. Accessibility information for the electronic and information resources (**EIR**)[[1]](#footnote-2) products or services proposed by Proposer, where applicable, through one of the following methods:
2. URL to completed Voluntary Product Accessibility Templates (**VPATs**)[[2]](#footnote-3) or equivalent reporting templates;
3. accessible electronic document that addresses the same accessibility criteria in substantially the same format as VPATs or equivalent reporting templates; or
4. URL to a web page which explains how to request completed VPATs, or equivalent reporting templates, for any product under contract; and

2. Credible evidence of Proposer’s capability or ability to produce accessible EIR products and services. Such evidence may include, but is not limited to, Proposer’s internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results.

**APPENDIX SEVEN**

**Security Characteristics and Functionality of**

**Contractor’s INFORMATION RESOURCES**

*Special Instructions: Proposers must respond to all technical questions whether proposing an in-house or cloud solution. In the case where Proposer’s information is applicable to multiple questions or sections of the RFP, Proposer MUST restate its complete answer each time applicable; Proposer must NOT use references such as “SEE INFORMATION IN SECTION…” or “SEE ANSWER/RESPONSE IN….”*

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

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

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

**General Protection of University Records**

1. Describe the security features incorporated into Information Resources (ref. **Section 5.3.4**) to be provided or used by Proposer pursuant to this RFP.

2. List all products, including imbedded products that are a part of Information Resources and the corresponding owner of each product.

3. Describe any assumptions made by Proposer in its proposal regarding information security outside those already listed in the proposal.

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

4. Describe the monitoring procedures and tools used for monitoring the integrity and availability of all products interacting with Information Resources, including procedures and tools used to, detect security incidents and to ensure timely remediation.

5. Describe the physical access controls used to limit access to Proposer's data center and network components.

6. What procedures and best practices does Proposer follow to harden all systems that would interact with Information Resources, including any systems that would hold or process University Records, or from which University Records may be accessed?

7. What technical security measures does the Proposer take to detect and prevent unintentional, accidental and intentional corruption or loss of University Records?

8. Will the Proposer agree to a vulnerability scan by University of the web portal application that would interact with Information Resources, including any systems that would hold or process University Records, or from which University Records may be accessed? If Proposer objects, explain basis for the objection to a vulnerability scan.

9. Describe processes Proposer will use to provide University assurance that the web portal and all systems that would hold or process University Records can provide adequate security of University Records.

10. Does Proposer have a data backup and recovery plan supported by policies and procedures, in place for Information Resources? If yes, briefly describe the plan, including scope and frequency of backups, and how often the plan is updated. If no, describe what alternative methodology Proposer uses to ensure the restoration and availability of University Records.

11. Does Proposer encrypt backups of University Records? If yes, describe the methods used by Proposer to encrypt backup data. If no, what alternative safeguards does Proposer use to protect backups against unauthorized access?

12. Describe the security features incorporated into Information Resources to safeguard University Records containing confidential information.

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

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

**Access Control**

1. How will users gain access (i.e., log in) to Information Resources?

2. Do Information Resources provide the capability to use local credentials (i.e., federated authentication) for user authentication and login? If yes, describe how Information Resources provide that capability.

3. Do Information Resources allow for multiple security levels of access based on affiliation (e.g., staff, faculty, and student) and roles (e.g., system administrators, analysts, and information consumers), and organizational unit (e.g., college, school, or department? If yes, describe how Information Resources provide for multiple security levels of access.

4. Do Information Resources provide the capability to limit user activity based on user affiliation, role, and/or organizational unit (i.e., who can create records, delete records, create and save reports, run reports only, etc.)? If yes, describe how Information Resources provide that capability. If no, describe what alternative functionality is provided to ensure that users have need-to-know based access to Information Resources.

5. Do Information Resources manage administrator access permissions at the virtual system level? If yes, describe how this is done.

6. Describe Proposer’s password policy including password strength, password generation procedures, password storage specifications, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

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

7. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that would have access to the environment hosting University Records to ensure need-to-know-based access?

8. What procedures and best practices does Proposer have in place to ensure that user credentials are updated and terminated as required by changes in role and employment status?

9. Describe Proposer's password policy including password strength, password generation procedures, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

**Use of Data**

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

1. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that have access to the environment hosting all systems that would hold or process University Records, or from which University Records may be accessed, to ensure that University Records will not be accessed or used in an unauthorized manner?

2. What safeguards does Proposer have in place to segregate University Records from system data and other customer data and/or as applicable, to separate specific University data, such as HIPAA and FERPA protected data, from University Records that are not subject to such protection, to prevent accidental and unauthorized access to University Records ?

3. What safeguards does Proposer have in place to prevent the unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of University Records?

4. What procedures and safeguards does Proposer have in place for sanitizing and disposing of University Records according to prescribed retention schedules or following the conclusion of a project or termination of a contract to render University Records unrecoverable and prevent accidental and unauthorized access to University Records? Describe the degree to which sanitizing and disposal processes addresses University data that may be contained within backup systems. If University data contained in backup systems is not fully sanitized, describe processes in place that would prevent subsequent restoration of backed-up University data.

**Data Transmission**

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

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

2. How does data flow between University and Information Resources? If connecting via a private circuit, describe what security features are incorporated into the private circuit. If connecting via a public network (e.g., the Internet), describe the way Proposer will safeguard University Records.

3. Do Information Resources secure data transmission between University and Proposer? If yes, describe how Proposer provides that security. If no, what alternative safeguards are used to protect University Records in transit?

**Notification of Security Incidents**

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

1. Describe Proposer’s procedures to isolate or disable all systems that interact with Information Resources in the event a security breach is identified, including any systems that would hold or process University Records, or from which University Records may be accessed.

2. What procedures, methodology, and timetables does Proposer have in place to detect information security breaches and notify University and other customers? Include Proposer’s definition of security breach.

3. Describe the procedures and methodology Proposer has in place to detect information security breaches, including unauthorized access by Proposer’s and subcontractor’s own employees and agents and provide required notifications in a manner that meets the requirements of the state breach notification law.

**Compliance with Applicable Legal & Regulatory Requirements**

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

1. Describe the procedures and methodology Proposer has in place to retain, preserve, backup, delete, and search data in a manner that meets the requirements of state and federal electronic discovery rules, including how and in what format University Records are kept and what tools are available to University to access University Records.

2. Describe the safeguards Proposer has in place to ensure that systems (including any systems that would hold or process University Records, or from which University Records may be accessed) that interact with Information Resources reside within the United States of America. If no such controls, describe Proposer’s processes for ensuring that data is protected in compliance with all applicable US federal and state requirements, including export control.

3. List and describe any regulatory or legal actions taken against Proposer for security or privacy violations or security breaches or incidents, including the final outcome.

**APPENDIX EIGHT**

**CERTIFICATE OF INTERESTED PARTIES**

**(Texas Ethics Commission Form 1295)**

This is a sample Texas Ethics Commission’s FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. Contractor must use the Texas Ethics Commission electronic filing web page (at <https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html>) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University. **The Certificate of Interested Parties will be submitted only by Contractor to University with the signed Agreement.**



1. Electronic and information resources are defined in [Section 2054.451, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2054.htm#2054.451) and [1 TAC Section 213.1 (6)](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=213&rl=1). [↑](#footnote-ref-2)
2. Voluntary Product Accessibility Templates are defined in [1 TAC Section 213.1 (19)](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=213&rl=1). For further information, see this [VPAT document](http://www.itic.org:8080/dotAsset/5644ecd2-5024-417f-bc23-a52650f47ef8.doc) provided by the Information Technology Industry Council. [↑](#footnote-ref-3)