REQUEST FOR PROPOSAL

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

on behalf of its Department of Pathology and Laboratory Medicine

for Selection of a Vendor to Provide

#### a pathology laboratory information system

#### RFP No. 744-R1715

#### Lab Information System (LIS) and Data Migration

Bid Submittal Deadline: April 21, 2017, 11:00 AM Central Standard Time

HUB Plan Submittal Deadline: April 21, 2017, 11:00 AM Central Standard Time

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Prepared By:

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March 21, 2017

Request for PROPOSAL

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##### SECTION 1

**INTRODUCTION**

* 1. **Description of University**

Founded in 1972, The University of Texas Health Science Center at Houston (UTHealth) 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 the following buildings & schools:

* Medical School (MSB) - 6431 Fannin Street
* Medical School Expansion (MSE) - 6431 Fannin Street
* Cyclotron Building (CYC) - 6431 Fannin Street
* School of Dentistry (SOD) - 7500 Cambridge Street
* School of Public Health (SPH) - 1200 Pressler Street
* School of Nursing (SON) - 6901 Bertner Avenue
* School of Biomedical Informatics (SBMI) - 7000 Fannin Street
* Graduate School of Biomedical Sciences (GSBS) - 6767 Bertner Avenue
* Biomedical & Behavioral Sciences Building (BBS) - 1941 East Road
* Institute of Molecular Medicine (IMM) - 1825 Pressler Street
* Harris County Psychiatric Center (HCPC) - 2800 South MacGregor Drive
* Operations Center Building (OCB) -1851 Cross Point Avenue
* University Center Tower (UCT) - 7000 Fannin Street
* Professional Building (UTPB) - 6410 Fannin Street
* Jesse H. Jones Library Building (JJL) - 1133 John Freeman Boulevard

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.

The University of Texas Health Science Center at Houston System has nearly 6,500 employees and approximately 4,500 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.”

An “**Institutional Affiliate**” means our affiliated Clinical practice, UT Physicians group, as designated by University, in connection with any Agreement.

**1.2 Background and Special Circumstances**

The UTHealth Department of Pathology and Laboratory Medicine is an integral part of the institution’s research and teaching mission. As part of the UTHealth system, the Pathology and Laboratory Medicine department has a thriving practice that serves UTHealth clinics, Memorial Hermann Hospital, Lyndon B. Johnson Hospital and many private practices in the United States. UTPath is the outreach division of the Department of Pathology and Laboratory Medicine and provides a highly consultative approach to laboratory services.

The UTHealth Department of Pathology and Laboratory Medicine wishes to replace its’ existing system (AP Easy) with a new Lab Information System (LIS). The AP Easy system has reached its operational capacity and is lacking many features required in today’s market. The replacement of the AP Easy system will also affect UTHealth Dermatology Department since they also utilize the AP Easy system.

This Project will comprise of the following two (2) Phases:

1. Phase 1 - Installation of new LIS
2. Phase 2 - Migration of data from legacy AP Easy system into new LIS

The **desired** Go-Live date is December 31, 2017.

The **required** Go-Live date is May 31, 2018.

**1.3 Objective of Request for Proposal**

UTHealth (**University**) is soliciting proposals from qualified vendors to perform work (**Work**) more specifically described in **Section 5.4** (Scope of Work) of this Request for Proposal (**RFP**), including (1) to provide software and implementation services for a new Lab Management System (LIS) (**Phase 1**) and (2) technical expertise and implementation services for the migration of data from the legacy LIS into the new LIS (**Phase 2**).

The UTHealth Department of Pathology and Laboratory Medicine is searching for a mature software package to manage all laboratory functions within the department. The new LIS package needs to be able to integrate with multiple Electronic Health Record system while providing the department with features such an anatomic pathology module, specimen tracking and security, document imaging and management, lab management and QC tools.

A thorough and detailed implementation work plan and schedule is requested to assure the University that the Proposer can and will 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 various segments of the new LIS until all are active. The Services are more specifically described in **Section 5.3** (**Scope of Work**) of this RFP.

**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 11:00 AM Central Standard Time (**CST**) on April 21, 2017 (**Submittal Deadline**).

**2.2 University Contact Information**

Interested parties may direct questions about this RFP to:

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, Suite OCB-1.160

Houston, Texas 77054

**Attention: LaChandra Wilson**

 Email to: LaChandra.Wilson@uth.tmc.edu

Subject Line: RFP No. 744-R1715

**2.2.1 Question Deadline**

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 **11:00 AM CST on April 5, 2017** (**Question Deadline**), or (ii) if questions relate to Historically Underutilized Businesses, in accordance with **Section 2.5** of this RFP.

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.

Criteria to be considered by University in evaluating proposals and selecting Contractor, will be these factors:

* + 1. **Threshold Criteria Not Scored**
			1. Ability of University to comply with laws regarding Historically Underutilized Businesses.
			2. Ability of University to comply with laws regarding purchases from persons with disabilities.
		2. **Scored Criteria**
			1. **Qualifications & Experience: 10%**

Evaluation in this category will be based on verifiable track record in developing, implementing, and supporting the LIS 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 1-13** in **Section 5.4** of this RFP.

* + - 1. **Functional Requirements & Added Value: 40%**

Evaluation in this category will be based on the Respondent’s ability to implement a LIS 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 6-119** 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 institutional safety committees, Institutional Review Board (IRB), Conflict of Interest (COI), Grants Administration, College of American Pathology (CAP), and/or Clinical Laboratory Improvement Amendments (CLIA). A description of the added value functionality should be provided in the answer to **question 14-103** in **Section 5.4** of this RFP.

* + - 1. **Technical Requirements & Project Services: 30%**

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 implementation 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 104-107** in **Section 5.4** of this RFP.

* + - 1. **Price: 20%**

Evaluation in this category will be based on the total cost of LIS ownership to University, including software, software maintenance, hardware, data conversion, testing, interfaces, implementation, hosting, specialized consumables, if any, and training. 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. Respondents MUST submit price as outlined in **Section 6** of this RFP.

**2.4 Key Events Schedule**

 Date RFP Issued March 21, 2017

 Pre-Proposal Conference March 29, 2017, 9:00 AM CST

 (ref. **Section 2.6**)

Question Deadline April 5, 2017, 11:00 AM CST

(ref. **Section 2.2**)

Submittal Deadline April 21, 2017, 11:00 AM CST

 (ref. **Section 2.1**)

HSP Submittal Deadline April 21, 2017, 11:00 AM CST

 (ref. **Section 2.5.4**)

**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 the historically underutilized business (**HUB**) 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%24ext.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 Code](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2161.htm#2161.252).

Questions regarding the HSP may be directed to following HUB Contact (**HUB Contact**):

**Shaun McGowan**

**HUB and Small Business Program Manager**

**Email:** **Shaun.A.McGowan@uth.tmc.edu**

**Phone: (713) 500-4862**

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 and no later than the Submittal Deadline (ref. **Section 2.1**), Proposer must submit the following HUB materials (**HUB Materials**): **Two (2) complete original paper copies of Proposer’s HSP.**

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.

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 Contact 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 NOTconstitute 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**.

**2.6 Pre-Proposal Conference**

University will hold a pre-proposal conference at the date, time and location listed 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:** March 29, 2017, 9:00 AM - 10:00 AM CST

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

 McGovern Medical School

 6431 Fannin Street, Room MSB-B.612

 Houston, TX 77030

 **Parking:** Parking is available in any of the public garages surrounding the McGovern Medical School designated for visitor parking. Parking fees vary per garage and will NOT be reimbursed by University.

 **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 LaChandra.Wilson@uth.tmc.edu.

**SECTION 3**

**SUBMISSION OF PROPOSAL**

**3.1 Number of Copies**

Proposer must submit a total of **TEN (10)** complete and identical copies of its entire proposal AND a complete and identical copy of its entire proposal on CD-ROM. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal bearing an original signature should contain the mark “**ORIGINAL**” on the front cover of the proposal.

**3.2 Submission**

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

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

**Procurement Services**

**1851 Crosspoint, Suite OCB-1.160**

**Houston, TX 77054**

**Attention: LaChandra Wilson**

**3.3 Proposal Validity Period**

Each proposal must state that it will remain valid for University’s acceptance for a minimum of One Hundred Twenty (120) 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 HSP 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 5.3.1**. 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.

**SECTION 5**

**SPECIFICATIONS AND ADDITIONAL QUESTIONS**

**5.1 General**

Minimum requirements and specifications for Work, 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**, **Contractor** means the successful Proposer.

**5.2 Minimum Qualification Requirements**

**5.2.1 Proposer’s Minimum Qualification Requirements**

Each Proposal must include information that clearly indicates that Proposer meets each of the minimum qualification requirements listed below

The Proposer MUST:

1. Have business process analysis experience as it relates to LIS at a large academic institution.
2. Have application implementation project management experience.
3. Possess a minimum of three (3) years’ experience in LIS business systems integration and expertise in LIS implementation, as listed in this RFP.

**5.2.2 LIS Minimum Qualification Requirements**

Each proposal MUST include information that clearly indicates that Proposer’s LIS meets the minimum qualification requirements listed below.

 The LIS MUST:

1. Have the following modules:
	* 1. Surgical Module
		2. Cytology Module
		3. Molecular Module
		4. Specimen Tracking Module
		5. Quality Assurance Module
		6. Billing Module
		7. Reporting Module
		8. Client Services Module
2. Integrate with Allscripts EHR (ADT, Orders, Results and ImageLink).
3. Integrate with Cerner EHR (ADT, Orders, Results and ImageLink).
4. Integrate with EPIC EHR (ADT, Orders, Results and ImageLink).
5. Be able to handle multiple MRN’s per patient.
6. Have internal interface engine for multiple EHR systems.
7. Interface to laboratory instrumentation.
8. Interface with billing provider.
9. Comply with IT Security standards.

**5.3 Additional Questions Specific to this RFP**

Proposer must submit the following information as part of Proposer’s proposal:

* + - 1. 5.3.1 If Proposer takes exception to any terms or conditions set forth in **APPENDIX TWO**), Proposer must submit a list of the exceptions.

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

##### What percentage of the company’s efforts are focused on the LIS application system development, implementation and support? What percentage of the company’s clients are in academic or research institutions?

##### How long (in months and years) has the company offered and implemented LIS applications? Please list all LIS 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, what role(s) will the subcontractor(s) be used?

##### What is the company’s most recent AP system installation?

##### What is the number of contracts for sites operating the AP system (hospitals/independent labs/clinics or group practices/other U.S. sites/foreign sites)?

##### How many contracts for LIS systems similar to this RFP has the Proposer signed for the period January 2015 - December 2016?

##### Please provide a list of client sites as references that UTHealth may contact. In addition, please provide a list of clients restricted from sharing their experience with the company or its software.

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

##### Please provide a range (in whole numbers) of surgical pathology cases per year in installed sites.

##### Please provide a range (in whole numbers) of gynecologic cytology case per year in installed sites.

##### Does the company have a user group that meets on established schedule? Please explain.

##### What is the total value for smallest existing standalone AP system installation?

##### What is the total value for largest existing standalone AP system installation?

### Functional Requirements (40% of Scored Criteria)

#### Surgical Module

Does the LIS have reports for Pathologist diagnosis and biomarker stats vs national standards?

Does the LIS have comprehensive Statistics Reports for GYN Breast (CAP standards)?

#### Cytology Module

Does the LIS have holding capability for GYN reports release until mutual molecular addendum are ready to send all test simultaneously?

Does the LIS provide Histology Cytology correlations for both GYN and Non-GYN Cytotech to QC cytotech / FNA?

Does the LIS provide QC discrepancies (Minor/Major) for Primary and QC cytotech both correlated to pathologist?

Does the LIS provide Individual cytotech and pathologist rates to overall lab performance and national standards?

Does the LIS provide TAT - overall and per individual?

Does the LIS have prefixes for GYN, FNA, Non-GYN?

Does the LIS provide categorization of results for Non-GYN into negative, atypical, suspicious, positive, and unsatisfactory?

Does the LIS have high-grade look back reporting?

Does the LIS perform HPV-Ascus correlation?

Does the LIS have comprehensive Statistics Reports for GYN (CAP standards)?

* + 1. *Molecular Module*
1. Does the LIS have the capacity to flag abnormal test for further molecular testing?
2. Does the LIS direct results reporting from molecular testing machine (I.E. Panther) to LIS?
3. Does the LIS have modifiable and customizable molecular reports?
4. Does the LIS perform batching negative reports release?
5. Does the LIS tally HPV, HPV GT, CTGC, and Trichomonas monthly reported (total tests reported per month) and number of Positive cases.
6. Does the LIS tally total tests reported per month for HSV and BD Affirm and number of positive cases?
7. Does the LIS tally the number of ASCUS cases with HPV positive?
8. Does the LIS tally the number of ASCUS cases with HPV negative?
9. Does the LIS tally the number of ASCUS with NO HPV tested?
10. Does the LIS tally the number of cases with repeated/duplicated testing orders?
11. Does the LIS provide TAT for both molecular cases under cytology and molecular cases alone?
12. Is the LIS able to pull up patient’s information with patient’s DOB?
13. Is the LIS able to print list of pap with ASCUS/abnormal results?
14. Is the LIS able to integrate the molecular results and cytology results together to generate one report?
15. Is the LIS able to retrieve the same patient’s previous HPV order and result in the past 3-5 years?
	* 1. *Client Services Module*
16. Does this module provide the department with client alerts? If yes, what kind of alerts? Please explain.
17. Does this module monitor sample delivery from each client?
18. Does this module collect billing information for each patient?
19. Can client alerts be modifiable to each client?
	* 1. *Quality Assurance Module*

#### Does the LIS randomly and automatically assign cases to Pathology staff for Quality Assurance review?

* 1. Does the Quality Assurance report include the case number with specific indicators?
	2. Can the LIS create a report for amended reports?
	3. Does the amended reports list include the type of amendment with reason, case number, date and pathologist?
	4. Does the LIS provide a Monthly Cancer Registry Report?
	5. Does the LIS provide correlational analysis and reporting comparing current diagnosis to previous patient history?
		1. *Specimen Tracking Module*

##### Can the LIS send automatic email notification to a client’s contact person(s) once the specimen have been received?

1. What bar coding equipment interfaces with the LIS?
2. What type of labels are available? Please explain
3. Does the LIS offer a barcoded label printing for specimen vials, requisitions, slides and cassettes?
4. Can the LIS perform entry of block IDs?
5. Can the LIS print linear barcodes and two-dimensional barcodes?
6. Does the LIS have histology worksheets?
7. Does the LIS provide a chain of custody audit trail?

#### Ordering and Receiving

##### Does the LIS enable a requester to submit requests for orders via an online form?

##### Does the LIS allow the departmental staff to view, edit and manage all information on submitted request forms?

##### Does the LIS allow various users to track the progress of an order?

##### Does the LIS allow for an ordering form to be customized?

1. Can the LIS receive an order via auto-fax?
2. Does the LIS direct an order received by fax to patient file or general inbox?
3. Does the LIS use OCR technology to read faxed or paper orders?
4. Does the LIS produce a “pending” status worklist?
5. Does the LIS allow the user to modify, cancel, or reject a request form with comments, and then allow for resubmission of a corrected request form? Please describe this process.
6. Describe the process for canceling an order/delivery in the LIS.

#### Billing

#### If the insurance information is updated, will the billing interface message to the billing agent be flagged as an “update”?

1. Can the diagnosis code (ICD-10) be updated without changing a final report?
2. Does the LIS provide an alert or flag when an incomplete ICD-10 code is entered?
3. Does the LIS provide an alert or flag when a case does not have the insurance information?
4. Does the LIS provide an alert or flag when signing a report if required fields are not filled in?
5. Does the LIS report require a CPT Code before final signature?
6. Does the LIS offer automated billing on specimen site, procedures, special stains or diagnosis?
7. Does the LIS have an insurance master list / library that can easily be updated?
8. In the LIS, is updating the insurance master list / library an administrative function?
9. If the LIS is a cloud based system or a SaaS, how often are the CPT and ICD-10 codes updated?—annually, quarterly, etc. Please explain.
10. If an in-house system, how often are the billing codes updated? Please explain.
11. What kind of billing reports are available? Please explain.

#### General LIS Functionality

##### Does the LIS provide a calendar view of tasks and events or an interface with Outlook that enables Pathology staff to coordinate schedules?

##### Does the LIS enable Pathology staff to view current/historical transactions?

1. Can Pathologists open cases for review / dictation via bar code scanner?
2. Please list methods by which each user can tailor LIS in their own settings.
3. Describe how the LIS presents information to users (e.g. in the form of a home screen or “dashboard”, etc.), including the categories or types of information presented to the user.

#### Notifications

##### Does the LIS enable staff to configure email notifications for different actions/events?

##### Can user/administrator configure email recipients and email content for each action/event (e.g. order request, specimen arrival, orders sent, etc.)?

##### Does the LIS enable users to turn on and off email notification per staff and per action?

##### Can the LIS user/administrator send group emails to multiple staff via the LIS?

##### Can different groups with different members be configured to route emails regarding specific case types or test results in the LIS?

* + 1. *Reports*

##### Can the LIS generate reports on specified automated schedules (daily, weekly, monthly)?

1. Does the LIS allow pathologist to use macros for diagnostic reports?
2. Does the LIS keep track if a Cytotech enters a diagnosis?

##### Does the LIS provide the ability to dynamically search all data and create custom reports?

##### Can custom reports be saved?

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

##### Can the LIS generate supply inventory reports?

##### Can the LIS provide the following reports?

|  |  |  |
| --- | --- | --- |
| **Report and Library Names** | **Yes** | **No** |
| Monthly Turnaround Time Report by pathologist |  |  |
| Turn around time by cytologist |  |  |
| Frozen Section Turnaround Time Report |  |  |
| Quality Control reviewed by pathologist |  |  |
| Amended reports list |  |  |
| Monthly Cancer Registry Report |  |  |
| Monthly Quality Assurance Report |  |  |
| Case count by physicians location |  |  |
| Case count by Physicians  |  |  |
| CPT code list |  |  |
| ICD 10 code |  |  |
| Macro list |  |  |
| Insurance list by vendor |  |  |
| Abnormal HSIL/Malignancy PAP letter |  |  |
| Case count by pathologist |  |  |
| Case count by DX |  |  |
| Case count by cytotechnologist |  |  |
| Correlation reports |  |  |
| Correlation NGYN reports |  |  |
| Correlation surgical reports |  |  |
| Daily log |  |  |
| Entered by |  |  |
| Send out log |  |  |
| Send out log - outstanding |  |  |
|   |  |  |
| List of Reports - Cytology |  |  |
| Total Volume of Paps and Nongyns |  |  |
| QC's by Techs |  |  |
| Turnaround Time for both Pathologist and techs |  |  |
| List of Pending cases |  |  |
| List of Gynecological Diagnostic Cases/ Nongynecological Cases and Volume |  |  |
| Gynecological Correlation with Cervical Biopsies |  |  |
| Nongynecological Correlation with Surgical Cases |  |  |
| HSIL Follow up Letters |  |  |
| Cancer Protocols - Breast Only |  |  |
| Discrepancies Pathologist/ Cytotechnologist |  |  |
| Discrepancies Primary Technologist/ QC / Pathologist  |  |  |
| Ability to unsign and correct report within 30 min from sign out |  |  |
| Currently report option in Apeasy |  |  |
| Required by CAP/CLIA |  |  |

##### Describe the types of detailed billing reports supported.

##### Describe the types of Regulatory reports supported.

##### Describe how the LIS enables the administrator and/or user to create ad hoc reports and/or queries as necessary.

##### Provide description of pre-defined report elements.

##### Describe the types of Protocol reports supported.

##### If reports are customizable, please explain what platform or training is required for administrator to create or customize reports.

##### List any additional reports included with Proposer’s standard LIS.

##### Does the LIS interface with third party reporting applications and/or reporting tools (e.g. Excel, Crystal Reports, data dumps, etc.)? Please explain.

* + 1. *Compliance*
1. Does the LIS have Tumor Board Reports?
2. Is the LIS compliant for Reportable Diseases (Infectious, Cancer)?
3. Does the LIS send cancer diagnoses or surveillance data to tumor registries or public health agencies via computer-to-computer interface?
4. Is the LIS compliant with HIPAA?
5. Is the LIS compliant with ADA?
6. Is the LIS compliant with the College of American Pathologists (CAP)?
7. Is the LIS compliant with Clinical Laboratory Improvement Amendments (CLIA)?
8. Does the LIS satisfy LOINC Standards?
9. Does the LIS satisfy MIPS and MACRA Standards?
10. Does the LIS have comprehensive Statistics Reports for GYN and Breast (CAP standards)?

###  Added Value (included in 40% 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, College of American Pathologists (CAP) or Clinical Laboratory Improvement Amendments (CLIA).

* + 1. Does the Proposer’s company have a Digital Pathology Module? In what stage of development is this module in? What is your overall strategy for Digital Pathology? Please explain.

### Technical Requirements (30% 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, etc.

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

##### Is the LIS available in a cloud environment? Please provide an application structure diagram.

##### Is the LIS available as a Software-As-A-Service (SaaS)? Please provide an application structure diagram.

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

##### Is the LIS IOS compatible? What devices are compatible? Please explain.

##### Is the LIS compatible with Macintosh O/S systems? Please explain.

##### Do you support Oracle and/or SQL Server for the database? Please provide the required database and tools used. Describe the licensing methodology for the database. (Submit pricing for licensing in Section 6.)

##### Is Java required? What version(s) are currently supported, and how are new versions of Java certified and how often? Please explain.

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

##### Does the LIS support archiving of data? Please describe the process including how data can be accessed later and how the LIS deals with transactions that span multiple years.

##### How many concurrent users are supported? Please explain.

##### Based on the size of the laboratories, what is the approximate size of the LIS database? Please explain. (Note: The University’s anticipated growth is 20% per year.)

##### Please detail all programming languages used.

##### Will the University receive a copy of the source code? Please explain.

##### When was the company’s last major product release or update for featured AP system? How often do you have major product releases? Please explain.

##### How does the company handle software patch releases? Please explain.

##### Other than English, what languages does the LIS offer? Please explain.

##### Please describe the remote access capability for technical support.

##### Does the LIS handle multiple Medical Record Numbers (MRN) per patient? How does the LIS handle multiple MRN’s? Does the LIS use a Unique Patient Identifier (UID)? Is there a limit to how many MRN’s a single patient can have? Please explain in detail.

#### Security

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

##### Does the LIS provide an administration interface where all administrators are identified as individuals as opposed to a generic administrator accounts? Please explain.

##### Does the LIS 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 LIS from more than one location at the same time? Please explain.

##### Does the LIS support LDAP or SAML or Active Directory integration for authentication/Single Sign On? Please explain.

##### Does the LIS support SSL technology? Please explain.

##### Does the LIS encrypt passwords? What is the level of encryption? Please explain.

##### Does the LIS encrypt sensitive data both during transmission and at rest? Please explain.

##### Does the LIS have session timeouts and alerts before the user is disconnected? Please explain.

##### Does the LIS have role-based security profiles which can be dynamically created and modified? Please explain.

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

##### Does the LIS support the storage, security, and potential redaction of the following data? Please provide details.

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

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

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

#### Integration/Interfaces

##### Does the LIS integrate with PeopleSoft Financial Management System? 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? Please explain.

##### Does the LIS integrate with non-PeopleSoft Systems such as Cornerstone (from IDEXX) for financial data (accounts, journals, billing, etc.)? Please describe the interface process (api, database lookup, file based).

##### Does the LIS integrate with EHR and billing systems for information such ADT, Orders, Results, and ImageLink? Please describe the methods, languages and functions.

##### Do you have an established interface to AllScript EHR?

##### Do you have an established interface to Cerner EHR?

##### Do you have an established interface to EPIC EHR?

##### Do you have an established interface to McKesson billing?

##### Do you have an established interface to IDX billing?

##### Does the LIS integrate to instrumentation equipment? Please describe the methods, languages and functions.

##### Do you have an established interface to Panther by Hologic?

##### Do you have an established interface to TPID by Dako / Agilent?

##### Do you have an established interface to Intellipath by BioCare Medical?

##### Do you have an established interface to Digital Camera WS?

##### Do you have an established interface to Gatan 830 Orius CCD Camera?

##### Do you have an established interface to Motic Image Scanner?

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

##### Please list the percentage of sites using result-reporting interfaces to external systems based on transmission of full formatted (e.g., PDF or CDA) results.

##### Please list other lab-related vendor systems to which software has an interface.

##### Please list voice-vendor systems to which software has an interface.

##### Please list voice-recognition products or partners that system uses.

##### Please list the types of histology and cytology devices interfaced to LIS system.

#### Cloud

##### *Special Instructions: If the LIS proposed is a cloud solution, then complete this section. Otherwise, skip to the next section “Implementation” question 5.3.101.*

##### 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.

##### Are firewalls utilized to control data and service access? Please explain.

##### Will the University data be segregated from all other customer data? Please explain.

##### Will the University service environment use separate hosts or infrastructure, or have other security controls in place to maintain segregation? Please explain.

##### What level of LIS uptime/availability do you guarantee? Please provide details.

##### Please explain how the LIS performance is monitored.

##### Are code reviews and web vulnerability assessments performed in order to find and remediate security concerns (e.g., OWASP 10, XSS, injection)? Please explain.

##### Is intrusion prevention or detection utilized? Please explain.

##### Is there an annual third party Security Audit report, (e.g. SSAE16, SOC 2) that can be provided? Please explain.

##### Describe the security protocols to ensure data security and integrity.

##### Describe the policies regarding LIS access controls.

##### Describe the backup and disaster recovery plan. Please attach documented plan.

##### Is customer data routinely backed up? How often and where are backups stored? Please explain.

##### Are customers allowed to perform external vulnerability scans to ensure compliance? Describe the process.

##### Can customers request the results of internally performed security audits? Please explain.

##### Is there a test environment for the University to verify new releases and bug fixes?

##### Is there a training environment for on-going training?

##### If the University were to purchase a cloud-based system and later cease to continue the service, will the university receive the latest version of the database software and data?

#### Implementation

##### Describe Proposer’s general methodology and approach to LIS 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 the company require from the University to 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? Please explain.

##### How frequently does the company substitute planned members of its project team before a project starts? Please explain.

##### How does the 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 the process for working with key staff and customizing workflows, as needed.

##### 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 LIS 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 LIS 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? Please explain.

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

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

##### 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*

##### Is there is additional cost for data conversion? Please provide details in Section 6.

##### Does the proposer perform data migration with in-house staff? Please explain.

##### Does the proposer use third party contractors / company to perform the data migration? Please explain.

#### Training

##### Is there targeted training for different types of users such as pathology staff, administration, LIS support, research staff, etc.? How many days of onsite training are recommended for each type of user? Please explain.

##### Are there on demand resources to provide ongoing training such as videos, quick reference

#####  guides, manuals, on-line courses, on-site courses? Please explain.

#### Support

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

##### What is the average monthly and annual downtime for the LIS? Please explain.

##### 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? Please explain.

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

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

##### Does testing for a new installation and/or upgrade include application, 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, issues priority determination? Please explain.

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

##### What is the end of life strategy for LIS versions? How long are obsolete versions supported? Please explain.

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

##### 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.)

In its proposal, Proposer must indicate whether it will consent to include in the Agreement the “Access by Individuals with Disabilities” language that is set forth in **APPENDIX FIVE, Access by Individuals with Disabilities**. If Proposer objects to the inclusion of the “Access by Individuals with Disabilities” language in the Agreement, Proposer must, as part of its proposal, specifically identify and describe in detail all of the reasons for Proposer’s objection. NOTE: A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION.

In its proposal, Proposer must respond to each item listed in **APPENDIX SIX, Electronic and Information Resources (EIR) Environment Specifications**. **APPENDIX SIX** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX SIX** will be incorporated into the Agreement and will be binding on Contractor.

In its proposal, Proposer must respond to each item listed in **APPENDIX SEVEN, Security Characteristics and Functionality of Contractor’s Information Resources**. **APPENDIX SEVEN** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX SEVEN** will be incorporated into the Agreement and will be binding on Contractor.

**5.4 Scope of Work**

**Objective of LIS**

The overall objective of the LIS is to provide a single system for managing several processes critical for the daily operation of the Pathology and Dermatology laboratories departments as a whole and to meet regulatory requirements. Many of the processes are currently performed manually on paper and/or on various separate IT software packages. Electronic submission of lab orders via multiple EHR systems, web orders or via auto-faxing is desired. The new LIS should include specimen tracking and security as well as interface with multiple instrumentation vendors. The ability to generate reports needed for reporting to regulatory agencies and QC activities is a requirement of the LIS. The ideal system would allow electronic notifications of results to all customers in various electronic formats.

This Project is comprised of two (2) Phases:

1. **Phase 1 - Installation of a NEW LIS**

In this phase, Contractor MUST:

* Ensure **ALL** modules purchased are installed and properly tested.
* Provide training to all pathologist, lab technicians, administrative staff, and IT staff.
* Ensure the interface between Allscripts EHR and new LIS is properly installed and tested.
* Ensure the interface between Cerner EHR and new LIS is properly installed and tested.
* Ensure the interface between the instrumentation equipment and new LIS is properly installed and tested.
* Ensure the interface between new LIS and billing provider is properly installed and tested.
1. **Phase 2 - Migration of data from the legacy AP Easy system into new LIS**

In this phase, Contractor MUST provide technical expertise and implementation support to migrate legacy data into new LIS.

**UTHealth Department of Pathology and Laboratory Medicine**

The UTHealth Department of Pathology and Laboratory Medicine consists of 31 pathologists on staff and 25 residents. The University has seven (7) pathology laboratories located in the Texas Medical Center campus in Houston, TX. The laboratories performed tests on 24,233 cases and 32,541 specimens in 2016. The AP Easy LIS system currently has 164 active users and 55 licenses.

**UTHealth Department of Dermatology**

The UTHealth Dermatology Department consists of five (5) dermatology pathologists on staff and one (1) fellow. There is one (1) dermatology lab located in the Texas Medical Center campus in Houston, TX. The department performed tests on 9,969 cases and 9,969 specimens in 2016.

**University Project Team**

The University Project Team structure consists of a Project Sponsor, a Project LIS Evaluation Team, a Project Manager and an overall Implementation Team comprised of functional and technical team members. Functional team members will have primary responsibility for review of the functionality, participation in fit/gap sessions, documentation of business process changes, and acceptance testing. Current processes have been documented and will be made available to the selected Contractor.

Individual team members will be responsible for reviewing specific components of the LIS regarding areas in which they have expertise. Information Technology team members will be responsible for hardware and software implementation. 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 lab 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. End user participation will likely be less than full-time but will be available as required and requested. The project plans will be used to obtain commitment of staff time and resources for implementation and training.

**Proposer’s Work Plan**

Proposer must submit detailed work plans in its proposal. 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 holidays and/or weekends; therefore, Proposer should consider and incorporate pricing for holiday and weekend work as applicable when completing **Section 6** of this RFP.

### Required Project Deliverables

1. Frequently updated and accurate work plans for both, the LIS implementation and the legacy LIS migration. 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.
2. Business processes documentation according to configurations and customizations required for the University with formal user acceptance.
3. Detailed test plans, acceptance testing and documentation of LIS modules’ performance as per functional requirements.
4. Project status reports.
5. Complete training documentation and reference materials.
6. Contractor must provide training to all pathologist, lab technicians, administrative staff, and IT staff.
7. Contractor must ensure **ALL** modules purchased are installed, tested and validated.
8. Contractor must ensure the interface between Allscripts EHR and new LIS is properly installed, tested and validated.
9. Contractor must ensure the interface between Cerner EHR and new LIS is properly installed, tested and validated.
10. Contractor must ensure the interface between the instrumentation equipment and new LIS is properly installed, tested and validated.
11. Contractor must ensure the interface between new LIS and billing provider is properly installed, tested and validated.

### Pricing Requirements

### The price must include the data migration cost.

* The standard annual maintenance fee must include periodic updates.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

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

 (Proposer Name)

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

**RFP No.:** 744-R1715

Ladies and Gentlemen:

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 LIS** | **Cloud LIS** | **Hosted LIS** |
| Software License or Subscription (unlimited site license with at least 75 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) |   |   |   |
| RFID Implementation |  |  |  |
| Travel and Lodging(Fixed Not To Exceed Amount) |  |  |  |
| **Total Year 1 Price** |  |  |  |

**6.1.2 Additional Costs**

|  |  |  |  |
| --- | --- | --- | --- |
| **Deliverable Description** | **In-House LIS** | **Cloud LIS** | **Hosted LIS** |
| 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 Costs After Initial Installation**

|  |  |  |  |
| --- | --- | --- | --- |
| **Deliverable Description** | **In-House LIS** | **Cloud LIS** | **Hosted LIS** |
| Software Maintenance/Support (specify pricing/coverage levels offered) after initial installation |  |  |  |
| Software License or Subscription (unlimited site license with at least 75 concurrent users) after initial installation  |  |  |  |

**6.1.4 Please Itemize Costs for each Module / Feature in table below**

|  |  |  |  |
| --- | --- | --- | --- |
| **Deliverable Description** | **In-House LIS** | **Cloud LIS** | **Hosted LIS** |
| Surgical Module |  |  |  |
| Cytology Module |  |  |  |
| Molecular Module |  |  |  |
| Specimen Tracking Module |  |  |  |
| Quality Assurance Module |  |  |  |
| Billing Module |  |  |  |
| Reporting Module |  |  |  |
| Client Services Module |  |  |  |

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

 Total Number of Calendar Days to Complete Phase 1 of Project: \_\_\_\_\_\_\_\_\_\_\_\_ days

 Total Number of Calendar Days to Complete Phase 2 of Project (estimated): \_\_\_\_\_\_\_\_\_\_\_\_ days

*(Note: Indicate Delivery date for go-live in your work plan.)*

**6.3 Discounts**

Describe all discounts that may be available to University, including educational, federal, state and local discounts.

**6.4 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%24ext.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%24ext.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.

 Respectfully submitted,

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

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

 (Authorized Signature for Proposer)

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

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

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

APPENDIX ONE

PROPOSAL REQUIREMENTS

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**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 2.5**.

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%24ext.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-R1715

**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)

(Proposer’s Street Address)

(City, State, Zip Code)

(Telephone Number) (FAX Number) (Email Address)

**SECTION 3**

**PROPOSER’S GENERAL QUESTIONNAIRE**

**NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under Sections** [**552.021**](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 Approach to Work**

3.2.1 Proposer will provide a statement of the Proposer’s service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP.

3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.

3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

**3.3 General Requirements**

Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

**3.4 Service Support**

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

**3.5 Quality Assurance**

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

**3.6 Miscellaneous**

3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.3 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-R1715

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**

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%24ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=213)*,* and [1 TAC Section 206.70](http://texreg.sos.state.tx.us/public/readtac%24ext.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.

**APPENDIX SIX**

**ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS**

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**

1. 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).
2. 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?
3. Operating System and Version:
4. Web Server: Is a web server required? If so, what web application is required (Apache or IIS)? What version? Are add-ins required?
5. Application Server:
6. Database:
7. Other Requirements: Are any other hardware or software components required?
8. Assumptions: List any assumptions made as part of the identification of these environment requirements.
9. Storage: What are the space/storage requirements of this implementation?
10. Users: What is the maximum number of users this configuration will support?
11. Clustering: How does the EIR handle clustering over multiple servers?
12. Virtual Server Environment: Can the EIR be run in a virtual server environment?
13. If the EIR will be hosted by Proposer, describe in detail what the hosted solution includes, and address, specifically, the following issues:

A. Describe the audit standards of the physical security of the facility; and

B. Indicate whether Proposer is willing to allow an audit by University or its representative.

1. 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?
2. If the EIR requires special client software, what are the environment requirements for that client software?
3. 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.
4. 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?

1. 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?
2. 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%24ext.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**

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.

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%24ext.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%24ext.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)