REQUEST FOR PROPOSAL

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

#### RFP No.: 744-R1804 ITAMS Interface Rebuild

Bid Submittal Deadline: Thursday, January 25, 2018 at 2PM CST

HUB Plan Submittal Deadline: Thursday, January 25, 2018 at 2PM CST

Pre-bid Meeting Date: Friday, January 12, 2018 at 2PM CST

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Prepared By:

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Houston, Texas 77054

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December 12, 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 Blvd.

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**

UTHealth has a custom Information Technology Asset Management System (ITAMS) that is used for desktop asset management across the campus. Initially ITAMS was developed for a specific school as their desktop support Asset Management System, but it was later adopted as the primary tool for desktop asset management for the entire University. Due to the increase in scope, additional requirements, and existing bugs/issues in the current application, it has been determined that the ITAMS User Interface should be replaced. The scope of services provided by the Vendor under this RFP shall be the development of a new user interface which meets the requirements specified in this RFP to improve the overall user experience, streamline the business processes where possible, provide for accuracy and reliability of the data, and improve the stability of the  ITAMS application. The development of the user interface will encompass all aspects of the software development life cycle (SDLC) including requirements gathering, planning, development, iterations of testing, documentation, and training.

The scope of this initial proposal will be for the replacement of the ITAMS user interface.   The development of the new user interface specified in this document by the selected Contractor will be incorporated into the first purchase order. UT Health understands that there will be a continuing need for future enhancements and general support moving forward.  It is the intent of UTHealth to use the awarded Contractor, pending performance satisfaction, to perform these additional enhancements in the future.  Separate purchase orders will be issued under this contract for future development. The hourly rate provided on the Pricing Sheet (Attachment A) shall be the same rate for ongoing support.

The scope provided in this document for the development of the new ITAMS user interface may require minor changes, deletions or additions once the contract is issued. It is the intent of UTHealth to review any additional requirements proposed by the selected Contractor after the award.  Any additional requirements proposed either by the selected vendor or UTHealth will require a separate change order (and possibly a separate PO) to be issued under the contract.

**1.3 Objective of Request for Proposal**

The University of Texas Health Science Center at Houston (**University**) is soliciting proposals from qualified vendors to perform work (**Work**) more specifically described in **Section 5** (Specifications and Additional Questions) of this Request for Proposal (**RFP**), including (1) delivery; (2) installation; and (3) necessary training.

**1.4 Group Purchase Authority**

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

**SECTION 2**

**NOTICE TO PROPOSER**

**2.1 Submittal Deadline**

University will accept proposals until 2:00 p.m.Central Time, on Thursday, January 25th, 2018 (**Submittal Deadline**).

**2.2 RFP Contact Information and Questions**

Interested parties may direct questions about this RFP to:

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, Texas 77054

Laura Lander

 Email to: Laura.Lander@uth.tmc.edu

Subject Line: RFP No. 744-R1804 – ITAMS Interface Rebuild

*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* ***Monday, January 15th, 2018 at 12PM CST,*** *(****Question Deadline****), or (ii) if questions relate to Historically Underutilized Businesses, in accordance with* ***Section 2.5****.*

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

**2.3 Criteria for Selection**

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

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

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

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; and

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

* + 1. Scored Criteria
			1. **30% Qualifications and Experience –** Proposers MUST provide answers to **questions 5.3.4 through 5.3.31** in **Section 5.3** of this RFP;
			2. **35% RFP Deliverables –** Proposers MUST provide answers to **questions 5.3.32 through 5.3.38** in **Section 5.4** of this RFP**;**
			3. **35% Price - Proposers MUST submit price as outlined in Section 6 and** **Attachment A** of this RFP. Proposals will be ‘normalized’ to a common scope of work for evaluation purposes. Respondents providing the best cost will be given the highest available score in this category; next ranked Proposals will be proportionately ranked accordingly.

**2.4 Key Events Schedule**

Date RFP Issued Tuesday, December 12th, 2017

 Pre-Proposal Conference Friday, January 12th, 2018 at 2PM CST

 (ref. **Section 2.6**)

Question Deadline Monday, January 15th, 2018 at 12PM CST

(ref. **Section 2.2**)

Submittal Deadline Thursday, January 25th, 2018 at 2PM CST

 (ref. **Section 2.1**)

**2.5 Historically Underutilized Businesses**

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

2.5.2 University has reviewed this RFP in accordance with [34 TAC §20.285](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=285), 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* [§2161.252, *Government Co*de](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2161.htm#2161.252)*.*

*Questions regarding the HSP may be directed to:*

*Contact: Shaun McGowan*

*HUB & Small Business Program Manager*

*Phone: (713) 500-4862*

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

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

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

**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.

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

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

**2.6 Pre-Proposal Conference**

University will hold a pre-proposal conference at 2PM CST on Friday, January 12th, 2018, in Room M37 of the University Center Tower (UCT) Building (located at 7000 Fannin Street, Houston, TX 77030). The pre‑proposal conference will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP.

**SECTION 3**

**SUBMISSION OF PROPOSAL**

**3.1 Number of Copies**

Proposer must submit (a) six (6) complete paper copies of its *entire* proposal, and (b) *one (1) complete electronic copy of its entire proposal in a single .pdf file on a flash drive*. 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, OCB1.160

Houston, TX 77054

Attn: Laura Lander

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

**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 HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** and **APPENDIX THREE**).

**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 Requirements**

Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements. UTHealth reserves the right to reject any proposal submitted by firms not meeting the criteria herein mentioned:

* + 1. Proposer shall provide evidence that they are a company who is normally engaged in the business of software development. The Proposer shall show proof that they have been in the software development business for a period of not less than five years and have completed projects of a similar size, scope and type within the preceding twelve months.
		2. Proposer shall provide evidence of five years’ experience with Software Development Life Cycle (SDLC). Included would be examples of methodology approaches such as Agile development processes or Rapid Application Development (RAD) in previous projects as part of the proposal.
		3. Proposer must provide evidence of experience with Object-Oriented design and development concepts with similar application architectures as in the existing ITAMS application.
		4. Proposer shall provide evidence of five years’ experience with Microsoft development technologies including .NET, C#, and web services programming skills. Experience should also include SQL Server 2008 and higher, T-SQL, and stored procedure programming skills as well as an overall understanding of database design. Proposer should also provide examples of experience in evaluating and correcting existing code issues
		5. The submitted proposal must include resumes for all proposed personnel. The skillsets required for the positions must meet those as defined in section 5.2.5 of the minimum requirements section, and clearly specified, for each candidate for consideration. The resumes should also include related experience with software development methodologies and programming experience as well as examples of past projects and how tools, technology, and methodology was utilized.
		6. All personnel representing the Proposer are to be paid full‐time employees of responding Proposer. No third party or contract laborers will be accepted. Personnel shall be located within the Greater Houston area.
		7. Proposer shall have identified personnel assigned to the project available for communication and consultation between the core hours of 9am to 5pm Monday through Friday via email, phone, or in person communication as requested by UTHealth without additional travel costs.

**5.3 Additional Questions Specific to this RFP**

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

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

5.3.2 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.

* + 1. 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.
		2. 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

***Qualifications and Experience (30% of Scoring Criteria)***

 ***General Business***

* + 1. Does the Contractor provide services in areas other than application development? If yes, please describe.
		2. Provide a list of standing contracts currently in place for local customers for similar services. Indicate if these companies may be contacted.
		3. Have you worked with an educational organization? If yes, please provide the name and project information.
		4. Please identify any challenges and/or difficulties you anticipate in providing services to UT Health and how you plan to manage them; what assistance will you require from UT Health?
		5. Briefly describe your company's advantage in the marketplace.
		6. Provide resumes for all proposed personnel. The resumes should also include related experience with software development methodologies and programming experience as well as examples of past projects and how tools, technology, and methodology was utilized. Include details on any related project management certifications

***Project Management***

* + 1. Provide a project resource plan including a brief summary for all proposed “key” staff members who will be assigned to this account and defining their role.
		2. Provide the name, title and brief summary of the individual who will assume overall responsibility for project management of this contract.
		3. Please describe the support model of your company during the execution of the project.
		4. Does your company use a specific tool or template for project planning? Please provide examples of project plans for similar projects completed in the last three years.
		5. Explain how your company proposes to resolve any complaints, issues or challenges. Please detail your company's problem resolution process for customer complaints and concerns.
		6. How would you describe your company's "service and support philosophy?" Please provide examples of how support issues would be handled by your company.

		***System Review and Design***
		7. Describe your company’s approach to the reviewing and determining requirements for application development. Please provide examples of previous work or templates.
		8. Please describe your company's capabilities related to database design and determining requirements.
		9. What are some of the tools your company uses in developing design documentation? Please provide examples.
		10. Does your company have a specific model or approach to analysis and design of systems? If so, please provide details and examples of your approach.

		***Application Development***
		11. Describe, in detail, your company’s main methodology approach to application development. How does your approach fit with our requirements? Do you have a suggested alternative methodology approach, and if so, please describe? Contractor should provide example work completed in the past using this approach
		12. What primary languages and software platforms does your company develop in? How would this benefit UTHealth with this specific project?
		13. Describe your company’s application development process including code development as well as unit testing.
		14. What specific tools does your company use for scripting load testing and user acceptance testing?
		15. What database technologies is your company proficient in? Please provide details of experience.
		16. Describe how the security and privacy of UTHealth data will be protected in transit and at rest.
		17. Describe your proposed authorization method(s) for the application.

		***User Acceptance Testing and Review***
		18. Describe your company’s approach to user acceptance testing.
		19. Does your company have examples of testing plans or a testing plan template? Please provide in proposal.
		20. Please include any tools required for testing that would need to be installed in our environment.

		***Warranty***
		21. What is the duration of your proposed warranty?
		22. Provide specific items, if any, that are excluded from the warranty coverage.

***RFP Deliverables (35% of Scoring Criteria)***

***RFP Deliverables for Phase I***

* + 1. Provide a high level work plan that includes details for accomplishing the tasks involved in this section. The work plan should include the list of tasks involved for each section of the Phase, including necessary meetings, project planning, documentation, and design tasks necessary to complete the work.
		2. Provide a project plan used in a previous engagement that would serve as an example of a project plan that would be used for this project.
		3. Provide an example of an application implementation approach used in a previous engagement similar to this project or a template that is used for similar application implementation projects.

		***RFP Deliverables for Phase II***
		4. Provide your proposed methodology approach for the application development phase of the project.
		5. Provide an example of load test scripts and/or approaches used in the past to meet application performance metrics requirements.
		6. Provide at least one example of a User Acceptance Testing Plan or template used in a previous project.
		7. Provide examples of training documentation and plans used for similar projects.

**5.4 Scope of Work**

GENERAL INFORMATION

Contractor agrees to review requirements, plan, develop, and implement a new user interface to the ITAMS. The overall project will be divided into two phases. The first phase will consist of reviewing the existing application code and architecture, overall database structure and data integrity, review of existing functionality and bug issues (as stated in the functional requirements document and open issues doc), and the creation of an overall plan for the development and implementation of a new user interface to the system. The second phase of the project will consist of the application development, testing, implementation and ongoing support for the proposed system from Phase I.

Contractor understands and agrees that role(s) of identified personnel are expected to collaborate with UTHealth employees as part of a project team. All phases of the project that involve UTHealth employees’ assistance, including meetings, reviewing functionality and bug issues, testing, and implementation should occur on-site at UTHealth facilities whenever possible and deemed appropriate by UTHealth.

PROJECT MANAGEMENT

The Contractor shall provide a project manager for the length of the project. The project manager’s responsibilities shall include coordination of Contractor’s personnel with the UTHealth ITAMS project team, project plans, meeting schedules, milestones, and deliverables.

The Contractor should provide an overall project plan (including both phases) with all milestones and deliverables as well as an estimated activity duration, dependencies and resource type to be reviewed and approved by the UTHealth ITAMS steering committee.

The Contractor shall provide a detailed phase plan at the beginning of each phase.

The Contractor’s project manager shall work in conjunction with UTHealth project manager to ensure proper alignment in terms of scope and schedule. The project manager shall coordinate with UTHealth to determine and coordinate all necessary meetings for the length of the project.

Unless illness, loss of personnel, or other circumstances beyond the control of the Contractor occur, Contractor shall keep the same project manager throughout the term of this project.

PHASE I REQUIREMENTS AND SPECIFICATIONS

The intent of this section is to define the scope of work involved for Phase I of the project. This section consists of reviewing and determining requirements, a detailed application implementation approach, and a detailed project plan.

I. Reviewing and Determining Requirements

The first part of Phase I of the project is to review and determine the requirements. This section covers the tasks involved for the Contractor to review and determine the necessary requirements for building the new ITAMS user interface. The UTHealth ITAMS project team has gathered much of the information for functional requirements of the application, including existing issues, and bugs as well as existing functionality that is acceptable to keep. Some documentation of the current ITAMS system is also provided to assist the contractor in assessing the proposal.

1. Current system architecture review

Contractor shall review the current system architecture. The current ITAMS system application is comprised of an AngularJS framework for the front end user interface with a middleware tier implemented as RESTful web services coded in C#. The backend database is SQL Server 2008R2 and is clustered for high availability and redundancy. Proposer should be familiar with the existing technologies as stated in the minimum requirements section. We would prefer development to use the same technologies however, Proposer may propose use of additional or different technologies. Familiarity of these technologies is required for the first phase during requirements gathering, analysis and design. Proposer should reference the ITAMS Systems Architecture and Design document (see Attachment B) for more details including, screen layout and number of screens, database diagrams, reports, and authentication/security.

1. Current source code review

The existing source code is available for review. As previously stated, the current code set is .NET C#. Contractor may use existing source code in the development of the new user interface as they see fit.

Proposers will be required to sign a non-disclosure document in order to have access to the existing source code. Please email Laura Lander (Laura.Lander@uth.tmc.edu) to request a copy of the non-disclosure form. After the form is signed and emailed back, you will receive a copy of the source code.

1. Review Functional Requirements

Contractor will review and understand the functional requirements of the application. This should include reviewing existing acceptable functionality as well as the existing issues that need to be corrected.

Contractor shall review the critical issues documented in Attachment D – ITAMS Open Issues as well as the provided videos of the crucial issues.

How to watch the RFP Demo critical issue demos:

1. The demo .mp4 files are each numbered according to an issue number in the ITAMS Open Issues spreadsheet.

2. Each video walks you through a step-by-step demo of the existing issue that needs to be fixed.

3. The videos represent the most critical issues existing that need correcting. Other issues may be revealed during the Phase I of the project.

Please see the links below to access the videos:

#8 - <https://youtu.be/5t8AWF3aXKY>

#11 - <https://youtu.be/7tIqJ7znoGw>

#102 - <https://youtu.be/HMhO8ZiiDn4>

#102A - <https://youtu.be/vDxPVduWARU>

#102B - <https://youtu.be/vzSwrI17wjg>

#103 - <https://youtu.be/zUO4hNy6Qa4>

#104 - <https://youtu.be/aWPU8624TQk>

#105 - <https://youtu.be/4idv7OOBMA4>

#106 - <https://youtu.be/n28X1jilOW0>

#107 - <https://youtu.be/ZKyudZaUw-c>

#108 - <https://youtu.be/A5CeuDbA2Xg>

#109 - <https://youtu.be/WU_xuI-LAw0>

#110 - <https://youtu.be/Df8rQt0sOgo>

#112 - <https://youtu.be/HbNeQ4xm5Ko>

Generally speaking, UTHealth is happy with the layout of the existing ITAMS user interface. Aside from the critical issues identified, the overall base functionality of the application is acceptable. However, UTHealth is open to suggested enhancements.

Contractor shall conduct review sessions with identified UTHealth subject matter experts (SME’s) to ensure a complete understanding of core existing functionality as well as the critical issues.

1. Review Database:

Information provided in the Systems Architecture and Design document provided in Attachment B also includes entity relationship diagrams (ERD) as well as information on the data structure to help understand the backend architecture.

Contractor will review the database data integrity for accuracy and consistency, data structure, stored procedures, and migration capabilities.

Contractor will migrate the database to an existing SQL Server 2014 cluster, or greater, as determined at the time of project implementation. Contractor should include details for migrating the database in the implementation section of the design and implementation plan at the end of phase I.

Contractor will include any database changes as part of the design and implementation plan at the end of phase I.

1. Review standards compliance

Specific enterprise policies and procedures exist for UTHealth asset management requirements in the Information Technology Asset Management Policy and Procedures document, included as Attachment C. Contractor shall review the enterprise policy documentation.

Contractor shall include any documentation of any additional functionality or changes required to meet enterprise policy requirements of the ITAMS system in the design and implementation plan at the end of phase I.

1. Complete High Level Design

Once the Contractor has completed a review of the existing system, functional requirements, and standard compliance, a high-level design document shall be completed by the Contractor and reviewed and signed off by UTHealth. This design document should include a high-level list of understood functional requirements, screen layouts, reports, database changes, and requirements for application development.

Contractor shall conduct design sessions with identified UTHealth Subject Matter Experts (SME’s) to present proposed design plans and receive feedback from the SME’s to help formulate the high level design document.

Contractor shall create and review the final draft of the high-level design document with UTHealth for approval.

II. Detailed Application Implementation Approach

The second part of Phase I of the project is the detailed application implementation approach. This section covers the requirements involved for the Contractor to provide an implementation plan for building the new ITAMS user interface. The approach should include detailed documentation on how the Contractor will design and implement the new application interface.

Based on the high-level design document created in Phase I, the Contractor shall provide a comprehensive application implementation approach that includes the following information:

Introduction and overview:

* + Purpose, scope, and objectives,
	+ Assumptions and constraints.

System design, including system and software architecture for the proposed application and database.

Overview of required work, including:

* + Requirements and constraints on the software to be developed,
	+ Risks and Mitigation/Contingency plans

Project organization and resources, including:

* + Identification of all components to be developed,
	+ Identification of any additional required personnel resources and specific skills and training,
	+ Identification and standards for use of tools (such as those used for test management or configuration management),
	+ Identification of required development equipment and test/integration environments. (compilers, assemblers, editors, debuggers, configuration management tools, code analyzers, code auditors, simulations, software development libraries and files, software development labs, and test/integration labs).

Approach for application development, including the following information:

* + Software development processes,
	+ Software development methods,
	+ Software development standards (including coding standards, guidelines, practices, and processes used in the design and development of the software),
	+ Software identified from the existing ITAMS system as well as other sources that will be used, if applicable,
	+ Software languages, components that will be used,
	+ Database design, including stored procedures, data structures, etc.,
	+ Handling of critical requirements (such security, accessibility, and database integrity),
	+ Development approach, planning, and management/oversight,
	+ Establishing the system/software architecture.

Software-related development processes, including:

* + Overall development methodology,
	+ Prototyping and simulations,
	+ Software preliminary and detailed design,
	+ Database preliminary and detailed design,
	+ Software integration and testing,
	+ Meets usability requirements
	+ Meets required performance metrics.

Supporting processes and information, including:

* + Software risk management,
	+ Map requirements to software functionality,
	+ Software documentation, sufficient to capture and maintain all relevant design information,
	+ Approach to designing for reuse (if applicable),
	+ Software configuration management, including configuration baselines, audits, problem identification/reporting/tracking/disposition, and patch definition and control,
	+ Software quality assurance,
	+ Technical reviews, audits (including entry/exit criteria), and other meetings,
	+ Approach for problem tracking, reporting, and corrective action.

III. Detailed Project Plan for Application Implementation

The next section of Phase I is the project plan. This section covers the requirements involved for the Contractor to provide a detailed project plan for application implementation of the new ITAMS user interface. The project plan should include the following details:

* + Detailed timeline in chronological order and with dependencies,
	+ Milestones and subsequent tasks for implementation, including planning, development, deployment, configuration, testing, documentation deliverables, training, and go-live. This should also include any risks, requirements, assumptions and constraints for such tasks,
	+ Identifiy all resources required including personnel, tools, and necessary hardware and software.
	+ Communication details including meetings, conference calls, etc.

IV. Final Review of Phase I

The final section of Phase I of the project is the final review session with UTHealth project team. UTHealth will review the proposed application implementation approach and the detailed project plan for the ITAMS User Interface rebuild with the Contractor for agreement and final sign off for Phase II. Upon agreement, any additional items proposed that are out of scope of the original project will be handled through an additional change order process.

PHASE II REQUIREMENTS AND SPECIFICATIONS

The intent of this section is to define the scope of work involved for Phase II of the project. This phase consists of the application development, testing and review, implementation and on-going support, and warranty details of the proposed plan from Phase I.

I. Application Development

The first part of Phase II of the project is the application development of the new ITAMS user interface based on the application implementation approach and project plan created in Phase I. This section covers specific requirements for the Contractor during the application development phase of the new ITAMS user interface.

1. Based on Approach defined in Phase I

Contractor shall develop the ITAMS user interface based on the application implementation approach and project plan agreed upon in Phase I of the scope of work. This includes all functionality fixes included in the document issues list (Attachment D) and functional issues videos as well as all aspects agreed upon in the High Level Design document in Phase I.

1. Methodology Approach

UTHealth would prefer an iterative approach development methodology (Agile) during the development process of the user interface to help with faster input from SME’s to the Contractor for development of the functional fixes. However, UTHealth is open to alternative methodology approaches suggested by the Contractor.

1. Environments and Unit testing

Application environments provided by UTHealth will consist of development, test, and production environments configured in a manner that meets the requirements of the application developer. Each environment will be managed by UTHealth personnel and access for the Contractor will be maintained by UTHealth and under UTHealth standards and policies.

Contractor may utilize UTHealth’s development environment during the application development phase of the project. Contractor may choose to do the application development in their own environment. Contractor is responsible for managing and allowing access of UTHealth personnel to any environments hosted by the Contractor that will involve testing during the development phase.

A specific schedule for unit testing shall be arranged as part of the project planning phase. The unit testing will occur in conjunction with the development of the specific functionality as outlined in the Phase I documentation. The unit testing will occur with the identified team members from UTHealth that are assigned to the project. The unit tests should be scripted and utilized to assist in the overall User Acceptance Testing plans as outlined in the Testing and Review section of this RFP.

1. Coding

Contractor shall develop the application using the technologies proposed in Phase I of the project and as reviewed and approved by UTHealth. UTHealth prefers the use of Microsoft development technologies as used in the current application but is open to other technologies as proposed by the Contractor.

Code documentation is essential to explain what is being accomplished in plain English to allow others that are reviewing the code to understand what the code is doing. Contractor shall follow industry best practices for code documentation. This shall include, but not limited to the following standards:

* + Headers on each page that define the function of the code, date it was last updated, author name, and any other related information that defines the function of the code.
	+ Code Grouping - Comments at the beginning of each major code block section to identify what that specific block of code will be doing.
	+ Consistent naming scheme for variables, functions, etc.
	+ Consistent indentation and formatting
	+ Capitalization of SQL special words

All code shall be owned by and shall become the property of UTHealth. UTHealth reserves the right to review the application code at any time during the project. It is up to the Contractor to provide a mechanism for the code to be reviewed upon request by UTHealth.

Upon request by UTHealth, Contractor shall submit a current, up to date, copy of the source code anytime there is an invoice for payment from the Contractor submitted during the life of the project. Code submitted for review and for final approval and sign-off shall be provided in source format, uncompiled.

1. Security

Application security is critical to the success of the development of the ITAMS user interface. The contractor shall abide by all security requirements stated within this section for the development of the ITAMS user interface.

Contractor shall utilize LDAP as the authentication method for the ITAMS user interface. Authentication from the application to the database can be determined by the contractor with either Windows authentication or SQL Server authentication. Windows authentication is preferred but not required. The Contractor shall review all authentication methods with UTHealth for approval before development begins.

Authorization methods shall be stated clearly by the contractor within the RFP response. UTHealth prefers authorization methods to be coupled with AD authentication. Authorization should be clearly defined in roles to segregate administrator, user roles, and other roles as necessary. These roles should be developed to utilize Active Directory groups for system authorization. A specific administrator screen should be incorporated as part of the development of the user interface to allow for updates for authorization.

Contractor shall develop and document specific methods used to ensure the security and privacy of UTHealth data for the ITAMS user interface both in transit and at rest. SSL encryption for the ITAMS user interface is required.

UTHealth has specific requirements for application security and accessibility remediation. During the development of the application, specific security and accessibility scanning processes will occur. Contractor shall adhere to the remediation of any issues that arise during these scanning processes. For security remediation, UTHealth utilizes the Qualys security platform. For accessibility scans, the Contractor shall develop the ITAMS user interface to comply with WCAG 2.0 AA standards.

1. Database Development and Migration

Contractor shall be proficient with best practices for database development in a Microsoft SQL Server environment. Updates to data structures, stored procedures, functions, etc. as identified by the Contractor in Phase I shall be provided in script format to be applied to each environment. All T-SQL development shall adhere to the same development coding standards as identified in section 4 and agreed upon by Contractor and UTHealth personnel.

Contractor shall handle all aspects necessary to migrate the existing database from SQL Server 2008R2 to SQL Server 2014 in our existing shared SQL cluster environment. If the Contractor determines in the Phase I of the project to develop a new database, then the Contractor shall develop the new database in SQL Server 2014 or above and is responsible for migrating the existing data into the new database architecture.

1. Application Performance Metrics

Contractor shall develop and test the application to meet the following performance metrics:

* Average page response time <= 1 second
* 135 users with 40 concurrent users
* Reports <= 5 seconds
* Data extracts <= 5 seconds
* Error rate < 1% at peak load. (An error is anything outside the desired metrics during peak load testing.)
* Chrome and IE as a standard. However, UTHealth prefers non-browser specific.

II. User Acceptance Testing and Review

The next part of Phase II of the project is the Testing and Review section. After the initial application development part of the project is complete, user acceptance testing and review will occur. This section includes requirements for the testing and final review before implementation.

Contractor shall assist UTHealth in the overall development of the user acceptance testing plan. The user acceptance testing plan should include the following information:

* Scope: Test scenarios/Test objectives that will be validated, including meeting defined performance metrics requirements, as well as what would be out of scope of testing.
* Test scripts: The scripts should include all scenarios in the testing scope. These scripts should be documented and developed with the assumption that UTHealth can utilize the test scripts for future testing without assistance from the Contractor.
* Meeting schedule: Meeting schedule should include at least one meeting with UTHealth project team to develop testing scope and scripts as well as at least 3 testing meetings to allow for testing, remediation, and additional testing time.
* Roles and responsibilities: Who will be conducting the testing as well as who is responsible for accepting and signing off on testing.

User acceptance testing shall be conducted by the Contractor in coordination with UTHealth. Testing during the application development phase of the project may exist in environments hosted by the Contractor or UTHealth. During the user acceptance testing schedule, all testing shall occur in the UTHealth environment that will be the new production environment. An additional testing phase will occur during the go-live implementation phase that will consist of the same tests as defined herein the user acceptance testing phase.

Contractor shall have a review and sign-off meeting with UTHealth before implementation and go-live of the ITAMS user interface. During the review, Contractor shall review all action items and receive sign-off from UTHealth for the Detailed Implementation Approach, the Detailed Project plan, as well as the User Acceptance testing.

III. Implementation and Ongoing Support

The final section of Phase II is the implementation phase and requirements for ongoing support. The implementation phase shall be based on the project plan that was developed by the Contractor in Phase I of the project. All phases of implementation shall occur on-site at UTHealth with Contractor personnel present. This section will outline specific requirements during the implementation.

1. Installation and Configuration

Contractor shall provide installation and configuration documentation for the implementation of the final application. Documentation shall include step-by-step procedures for any installation or configuration requirements for both client and server requirements.

UTHealth prefers for the application to be completely platform independent and non-browser specific. Any specific client requirements should be clearly stated in Phase I, reviewed with UTHealth, and requires sign-off during Phase I review.

Installation and configuration shall occur in the development and test environments prior to production implementation and may occur before the actual implementation phase. It is important that the installation and configuration in the final production environment shall be a clean installation even if the “pre-production” environment has been previously configured for testing. This should be included in the project plan as a final installation and configuration step and be performed alongside UTHealth personnel and following the step-by-step installation and configuration documentation provided by the Contractor. This may be completed prior to the actual go-live however, final installation and configuration must be signed off with UTHealth as completed as part of the implementation tasks and must be completed before final testing of the final production environment occurs.

1. Production Validation

After sign-off of final installation and configuration has occurred, final validation shall take place. The Contractor is responsible for working with UTHealth for final validation in the production environment to review performance metrics and functionality of the final product. The final validation should include running through actual production tasks to validate functionality. An additional sign-off period will occur during this validation period.

Contractor shall work with UTHealth to conduct final web accessibility and security scans at this time. Sign-off from the appropriate responsible parties within UTHealth that are responsible for the scanning is required to complete the final testing tasks.

1. Training

Contractor shall provide a half-day “train the trainer” level training for the ITAMS user interface. Training shall be scheduled and take place before final go-live of the new ITAMS user interface to allow time for the users to understand the new interface before it is live. This training should focus on administrative level training of the application that will allow the administrative level users to train the end users. Contractor shall provide on-site personnel for the training as well as complete training documentation. The documentation should include a step-by-step how to for all administrative level tasks as well as all end user level tasks. All documentation shall be the property of UTHealth and shall be provided in Word format that allows UTHealth the ability to edit the documentation as needed.

1. Go-live and final sign-off

The Go-live date should be scheduled and agreed upon between the Contractor and UTHealth. Go-live should occur after the final installation and configuration steps as well as final testing and sign-off has occurred.

Contractor shall define the specific go-live tasks as part of the overall project implementation plan as defined in Phase I. Contractor shall be clear in defining all Contractor personnel required for Go-live as well as UTHealth personnel.

Contractor personnel shall be on-site at UTHealth for go-live and on-site and available for a duration of a minimum of 2 business days after official go-live for any immediate remediation of issues.

After the period of a minimum of 2 business days following official go-live, Contractor and UTHealth shall have a final project completion meeting. This meeting should consist of the Contractor’s project team along with UTHealth designated personnel. Contractor shall review all aspects of the project and review sign-off of each phase. This meeting will allow UTHealth to review any aspects of the project that may be still outstanding and then UTHealth shall give final sign-off of a fully functional, working product as agreed upon through the contract.

1. Ongoing Support

It is the intent of UTHealth to contract support for the new ITAMS system for a period of two (2) years beginning on the date of issue of the written UTHealth purchase order and Contract, with annual options to renew the contract for additional one (1) year periods up to four (4) renewals at the sole discretion of UTHealth. This contract agreement will allow the Contractor to work on enhancements, bug fixes, upgrades, etc on a case by case basis with UTHealth and should be handled through separate purchase orders as work is agreed upon.

Contractor shall handle all patches and software updates as part of the annual maintenance support contract agreed upon with UTHealth. Bug issues are currently handled through JIRA issue tracking system. Software updates, patches, shall be clearly documented and review by UTHealth before updates are applied to the system. The deployment process for updates shall follow UTHealth deployment standards and procedures. Normal software updates and upgrades shall be on a scheduled frequency agreed upon between Contractor and UTHealth but should not exceed a quarterly basis unless deemed necessary by UTHealth for a critical issue or security related bug fix.

Remote access for Contractor ongoing support, updates for bug fixes, application patches, and upgrades will be through SecureLink remote access. Contractor is responsible for any component or network requirements on their end to connect via SecureLink for remote access.

Contractor shall schedule updates and work within UTHealth’s change control policies for any updates to the ITAMS user interface. UTHealth’s change control utilizes a change review board and any updates to the ITAMS user interface will be subject to approval from the review board. Contractor shall also adhere to all UTHealth deployment policies and procedures.

WARRANTY:

A. Contractor shall indicate on the Proposal Form in the designated location the duration of the proposed warranty and annual Maintenance. The minimum warranty period acceptable to the University is one (1) year from final acceptance date by UTHealth.

B. Minimum warranty period shall cover the entire system including software upgrades, bugs to functionality of the system, patches, accessibility (, etc. Minimum Warranty Agreement shall be between UTHealth and the Contractor. Bugs are defined as any functionality of the ITAMS user interface that is not working as defined and agreed upon in the contract. This includes, but is not limited to, correction of any data integrity issues caused by a bug in the user interface. Warranty shall also cover any ADA or security vulnerabilities found within the first year that existed at the time of implementation.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

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

 (Proposer Name)

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

**RFP No.:** 744-R1804 ITAMS Interface Rebuild

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 Pricing for Work and Expenses**

 Proposer’s should utilize **Attachment A – Pricing** to submit pricing.

In Attachment A, the costs of meetings, project management, requirements gathering, development work hours, basic warranty (as defined in this document), and documentation are listed. The sum of the costs will be used in the evaluation of the proposals.

Blank spaces are provided in the pricing worksheet to allow the Proposer space to include an area for proposed project tasks not included in the worksheet. Proposer may also propose project tasks that differ from or replace existing tasks, and should be noted accordingly. However, all existing pricing must be included in the worksheet for consistent price comparisons among proposals.

**Note: The following is for informational purposes only. The University does not anticipate the need for travel related expenses under the resulting agreement.**

**Air Travel and Rental Car**

**At this time, Contractor may not book air travel or rental car directly with travel vendors and obtain the State rates. If the UT institution books air travel and rental car for Contractor and pays the travel vendor directly (direct bill to UT), then the UT institution will receive the State rate for Contractor’s airfare and rental car.**

**Hotel Reservations**

***State Hotel Rates*:  A hotel under contract with the State may, at the hotel’s discretion, offer the State rate for Contractor travel. The hotel, at the hotel’s discretion, may permit the Contractor to book and pay the reservation or may require the UT institution to book and pay the reservation (direct bill to UT). The UT institution should contact the hotel to ask if (1) the hotel honors the State rate for Contractor travel, and (2) the hotel requires UT to book and pay the reservation (direct bill to UT).**

***UT Negotiated Hotel Rates*:  The UT institution may obtain the UT negotiated hotel rates (when available) for Contractor travel. The UT institution should contact the hotel to confirm the reservation and ask if the hotel requires UT to pay for the reservation (direct bill to UT).**

**Cancellation Charges**

**Be aware that if UT institutions book travel for Contractor, then any cancellation charges will be charged to the UT institution.**

Reimbursement for expenses and disbursements will not exceed a maximum expense cap (*to be mutually agreed by Contractor and Respondent and provided in the Agreement*),without the prior written approval of University.

**6.3 Discounts**

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

**6.4 Schedule for Completion of Tasks and Submittal of Deliverables**

Proposer shall provide the projected duration, in calendar days, from start to implementation of deliverables of the new ITAMS interface.

 Number of Calendar Days: \_\_\_\_\_\_\_\_

**6.5 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)).

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 [§151.309, *Tax Code*](http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.151.htm#151.309)*,* and [Title 34 TAC §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 §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 §§[552.101](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.101), [552.104](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.104), [552.110](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.110), [552.113](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.113), and [552.131](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.131), *Government Code*.

**1.4 Type of Agreement**

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

**1.5 Proposal Evaluation Process**

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

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

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

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

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

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

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

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

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

**1.8 Proposal Requirements and General Instructions**

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

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

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

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

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

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

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

**1.9 Preparation and Submittal Instructions**

1.9.1 Specifications and Additional Questions

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

1.9.2 Execution of Offer

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

1.9.3 Pricing and Delivery Schedule

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

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

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

1.9.4 Proposer’s General Questionnaire

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

1.9.5 Addenda Checklist

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

1.9.6 Submission

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

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

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

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

**SECTION 2**

**Execution of Offer**

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

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

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

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

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

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

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

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

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

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

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

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

2.1.11 Pursuant to §§[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.

2.1.13 Pursuant to Chapter 2270, *Government Code*, Proposer certifies Proposer (a) does not currently boycott Israel; and (b) will not boycott Israel during the Term of the Agreement. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.

2.1.14 Pursuant to Subchapter F, Chapter 2252, *Government Code*, Proposer certifies Proposer is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.

**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 [§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 [§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. [§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 [§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). [§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.

**2.14 Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation:

If Proposer is a Corporation then Proposer’s Corporate Charter Number: \_\_\_\_\_\_

RFP No.: 744-R1804

**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 §§**[**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** [**§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 §§**[**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** [**§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 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.

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

**3.2 Miscellaneous**

3.2.1 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.

3.2.2 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-R1804

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

(Separate Attachment)

APPENDIX THREE

HUB SUBCONTRACTING PLAN

(Separate Attachment)

APPENDIX FOUR

[NOT USED]

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 §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 productsenvironment.

**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 §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:

(A) URL to completed Voluntary Product Accessibility Templates (**VPATs**)[[2]](#footnote-3) or equivalent reporting templates;

(B) accessible electronic document that addresses the same accessibility criteria in substantially the same format as VPATs or equivalent reporting templates; or

(C) 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 [§2054.451, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2054.htm#2054.451) and [1 TAC §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 §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)