

# **REQUEST FOR PROPOSAL**

by

**The University of Texas System,  
acting through The University of Texas System Supply Chain Alliance,**

for

selection of a

## **PREFERRED SUPPLIER**

of

### **SOFTWARE SERVICES FOR THE UT SYSTEM HEALTH BIOBANK**

**RFP No. UTS/A62**

**Submittal Deadline: May 23, 2017  
@ 3:00 PM, Houston Time**

Issued: May 1, 2017

## TABLE OF CONTENTS

		<u>Page</u>
SECTION 1	INTRODUCTION	3
SECTION 2	NOTICE TO PROPOSER	6
SECTION 3	SUBMISSION OF PROPOSAL	10
SECTION 4	GENERAL TERMS AND CONDITIONS	11
SECTION 5	SPECIFICATIONS, ADDITIONAL QUESTIONS AND SCOPE OF WORK	11
SECTION 6	PRICING SCHEDULE AND AFFIRMATION	26
<b><u>Appendices:</u></b>		
APPENDIX ONE	PROPOSAL REQUIREMENTS	28
APPENDIX TWO	UT SYSTEM POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES	36
APPENDIX THREE	SAMPLE PREFERRED SUPPLIER AGREEMENT	37
APPENDIX THREE-4	SAMPLE INSTITUTIONAL PARTICIPATION AGREEMENT	XX
APPENDIX THREE-5	HOSTING ROLES AND RESPONSIBILITIES (Sample)	61
APPENDIX THREE-10	SUPPLIER RELATIONSHIP MANAGEMENT (“SRM”) PROGRAM REQUIREMENTS	62
APPENDIX FOUR	ACCESS BY INDIVIDUALS WITH DISABILITIES	65
APPENDIX FIVE	ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS	66
APPENDIX SIX	SECURITY CHARACTERISTICS AND FUNCTIONALITY OF PROPOSER’S INFORMATION RESOURCES and UTSHB CLOUD SECURITY QUESTIONNAIRE	69
APPENDIX SEVEN	CERTIFICATE OF INTERESTED PARTIES (FORM 1295)	81
<b><u>Attachments:</u></b>		
ATTACHMENT A	PRICE SCHEDULE	82

## **SECTION 1** **INTRODUCTION**

### **1.1 Description of The University of Texas System**

The University of Texas System is comprised of System Administration and 14 institutions of higher education with campuses across the State of Texas whose missions are devoted to world class healthcare, teaching, research, and public service (collectively, “**UT System**”). UT System is one of the larger education systems in the United States. With an operating budget of \$17.9 billion, UT System has a current student enrollment exceeding 221,000. UT System employs about 100,000 faculty and staff, making UT System one of the largest employers in the State of Texas.

UT System is comprised of the following institutions:

- The University of Texas Southwestern Medical Center (UTSW)
- The University of Texas Medical Branch at Galveston (UTMB)
- The University of Texas Health Science Center at Houston (UTHSCH)
- The University of Texas Health Science Center at San Antonio (UTHSCSA)
- The University of Texas MD Anderson Cancer Center (UTMDACC)
- The University of Texas Health Science Center at Tyler (UTHSCT)
- The University of Texas at Arlington (UTA)
- The University of Texas at Austin (UT Austin)
- The University of Texas at Dallas (UTD)
- The University of Texas at El Paso (UTEP)
- The University of Texas of the Permian Basin (UTPB)
- The University of Texas at San Antonio (UTSA)
- The University of Texas at Tyler (UTT)
- The University of Texas Rio Grande Valley (UTRGV)

UT System has established The UT System Supply Chain Alliance (the “**Alliance**”) to conduct and coordinate strategic purchasing initiatives across UT System. The Alliance essentially operates as UT System’s own, in-house group purchasing organization. The Alliance is also affiliated with various Texas institutions of higher education. Through collaborative relationships, the Alliance seeks to combine supply chain and contracting activities and obtain best value goods and services while reducing total acquisition costs. The Alliance has created a team of supply chain professionals (the “**Strategic Services Group**”) that has been tasked with executing Alliance purchasing initiatives. The Strategic Services Group assembles a team of subject matter experts (“**SMEs**”) from participating institutions to assist in developing each sourcing event and evaluating suppliers during the procurement process. SMEs are involved from the sourcing event’s inception and work with the Alliance and UT System to select the best value supplier(s). Any agreement resulting from this Request for Proposal (this “**RFP**”) will be extended and marketed to all UT System institutions. Various non-UT System institutions that are affiliated with the Alliance may participate, too, in any agreement resulting from this RFP.

By participating in this RFP, proposer(s) (collectively, “**Proposer**”) agrees to extend all goods, services and pricing to each Alliance member (collectively, “**Institutional Participant**”) participating in any contract entered into with Proposer.

## 1.2 Objective of this Request for Proposal

UT System, acting through the Alliance, is soliciting proposals in response to this RFP for selection of a Preferred Supplier to provide a software solution for management of biospecimens and related data, as more specifically described in **Section 5.4 ("Scope of Work")** of this RFP (collectively, the "**Software Solution**"). The successful Proposer(s) to whom business may be awarded is referred to in this RFP as the "**Preferred Supplier**."

UT System has a strong preference for a cloud-based Software Solution, with Institutional Participants accessing the software via the web on a subscription basis. UT System has not identified a readily available alternative that involves a UT System institution hosting the software for use by all Institutional Participants. At the same time, UT System does not want to foreclose any alternative and is open to considering whatever input a Proposer may wish to provide.

UT System is seeking to identify a Preferred Supplier that will provide the most practical and cost-effective business model to serve the needs of the participating institutions (collectively, "**Institutional Participants**"). The goal of this RFP is to work toward solutions that will minimize cost, while maintaining or improving current service levels for all participating UT System institutions.

Proposer is invited to submit a proposal to establish a strategic business alliance with UT System that will maximize the resources of both organizations to most effectively meet the requirements specified in this RFP document. Specifically, this RFP process should:

- provide a comprehensive and guaranteed pricing structure for the Software Solution;
- leverage the aggregate purchasing volumes of Institutional Participants;
- achieve cost savings for Institutional Participants;
- improve overall customer satisfaction; and
- facilitate simpler, faster, and more cost effective access to biospecimens and related data.

UT System intends to identify a Preferred Supplier that will provide strong implementation support and training, communicate and share best practices throughout the agreement resulting from this RFP, customize the solution to meet our needs, and be dedicated to ongoing product improvement.

Preferred Supplier will be enrolled in the Alliance's Supplier Relationship Management Program ("**SRM**") to monitor Preferred Supplier's performance and pricing. UT System expects Preferred Supplier to work closely with the Alliance and each Institutional Participant and produce benefits for all parties involved in the relationship.

Proposer should realize that what is written in their final proposal submitted to UT System may become part of the successful Proposer's final contract.

UT System may ask Proposer(s) to provide a formal presentation, prior to contract award, with additional information to SMEs or the Strategic Services Group. This presentation will allow the Alliance to clarify any technical, quality, or price-based questions that may arise from Proposer's response.

Proposer should provide solutions involving HUB suppliers, where possible (ref. **Section 2.5** of this RFP).

It is anticipated that the term of the agreement resulting from this RFP will be five (5) years, consisting of an initial term of three years, with UT System having the option to extend the term for an additional two-year period upon written notice given to Preferred Supplier.

### 1.3 Background and Scope of Opportunity

The UT System Health Biobank (“**UTSHB**”) Consortium is a collaborative effort by eight (8) UT System institutions to standardize and expand biobanks across UT System. The initiative focuses on providing a standard mechanism for locating and requesting access to biologic samples and related data at UTSHB member institutions, although the actual samples remain in their current location. In order to encourage collaboration, individuals from each UTSHB member institution, including institution presidents, have been involved in the specification, review, and approval of the project. In addition, a cross-institution governing committee has been established to ensure that input from interested parties is heard and considered. Further, unlike many projects in which funds are allocated on a pro rata basis, the UTSHB Consortium ties funding to project participation and performance, in order to encourage and reward institutions that provide significant project value.

The UTSHB Consortium is comprised of the following eight UTSHB member institutions:

- The University of Texas Health Science Center at Houston (UTHSCH) – prime site
- The University of Texas Southwestern Medical Center (UTSW)
- The University of Texas M. D. Anderson Cancer Center (UTMDACC)
- The University of Texas Medical Branch at Galveston (UTMB)
- The University of Texas Health Science Center at San Antonio (UTHSCSA)
- The University of Texas Health Science Center at Tyler (UTHSCT)
- The University of Texas Rio Grande Valley (UTRGV)
- The University of Texas at Austin (UT Austin)

Currently, many biospecimen collections (biospecimens and related data) exist at each member institution. While some collections are part of formal biobanks designed for sharing, most are components of various studies viewed as being owned by the principal investigator and are based on informed consent documents that may not support broad sharing. Therefore, most of these collections cannot be easily discovered, and minimal sharing occurs, resulting in significant underutilization of these assets. By increasing awareness, but not centralization, of these resources and providing standardized processes, policies, and procedures for collecting, processing, storing, requesting, managing, and shipping these biospecimens and related data, it is highly likely that greater utilization will be achieved. This is likely to have a significant impact on the ability of UT System researchers to successfully compete for research grants, which in turn, increases the probability of new discovery and faster translation to patient benefit, ultimately resulting in improved health care for Texans.

ANY METRICS INCLUDED IN THIS RFP ARE ESTIMATES ONLY. VOLUMES OF SERVICES PURCHASED ON THE BASIS OF ANY AGREEMENT RESULTING FROM THIS RFP MAY INVOLVE MORE OR LESS THAN ANY ESTIMATES PROVIDED. UT SYSTEM DOES NOT REPRESENT, WARRANT OR GUARANTY THAT PARTICIPANTS WILL PURCHASE ANY PARTICULAR DOLLAR VALUE OR ANY PARTICULAR QUANTITY, AND UT SYSTEM SPECIFICALLY DISCLAIMS ANY SUCH REPRESENTATIONS, WARRANTIES AND GUARANTIES.

## **SECTION 2**

### **NOTICE TO PROPOSER**

#### **2.1 Submittal Deadline**

UT System will accept proposals submitted in response to this RFP until **3:00 PM**, Houston Time, on **May 23, 2017** (the “**Submittal Deadline**”).

#### **2.2 UT System Contact Person**

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

Jason Stanford  
Manager, Contracts  
UT System Supply Chain Alliance  
JPStanford@mdanderson.org

UT System specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to the UT System Contact. The UT System Contact must receive all questions or concerns no later than **5:00 PM**, Houston Time, on **May 12, 2017**. UT System will use a reasonable amount of time to respond to questions or concerns. It is UT System’s intent to respond to all appropriate questions and concerns; however, UT System reserves the right to decline to respond to any question or concern.

#### **2.3 Criteria for Selection**

Successful Proposer, if any, selected by UT System in accordance with the requirements and specifications set forth in this RFP, will be the Proposer that submits a proposal in response to this RFP, on or before the Submittal Deadline, that is most advantageous to UT System.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to UT System in terms of (1) products and services to be provided and (2) total overall cost to participating institutions. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available.

An evaluation team from UT System will evaluate proposals. The evaluation of proposals and the selection of Preferred Supplier will be based on the information provided by Proposer in its proposal. UT System may give consideration to additional information if UT System deems such information relevant.

The criteria to be considered by UT System in evaluating proposals and selecting Preferred Supplier, will be those factors listed below:

### 2.3.1 Threshold Criteria Not Scored

- 2.3.1.1 ability of UT System to comply with laws regarding Historically Underutilized Businesses; and
- 2.3.1.2 ability of UT System to comply with laws regarding purchases from persons with disabilities.

### 2.3.2 Scored Criteria

- 2.3.2.1 cost of the goods and services;
- 2.3.2.2 reputation of Proposer and of Proposer's goods or services;
- 2.3.2.3 quality of Proposer's goods or services;
- 2.3.2.4 extent to which the goods or services meet UT System's needs;
- 2.3.2.5 Proposer's past relationship with UT System;
- 2.3.2.6 the total long-term cost of acquiring Proposer's goods or services ; and
- 2.3.2.7 Proposer's exceptions to the terms and conditions set forth in **Section 4** of this RFP.

## 2.4 Key Events Schedule

Issuance of RFP	May 1, 2017
Deadline for Indicating Interest in Attending Pre-Proposal Conference (ref. <b>Section 2.6</b> of this RFP)	May 8, 2017
Pre-Proposal Conference (ref. <b>Section 2.6</b> of this RFP)	May 9, 2017, 10:00 AM, Houston Time
Deadline for Questions/Concerns (ref. <b>Section 2.2</b> of this RFP)	May 12, 2017, 5:00 PM, Houston Time
Submittal Deadline (ref. <b>Section 2.1</b> of this RFP)	May 23, 2017, 3:00 PM, Houston Time
Selection of Finalists	June 2017
Finalists Interviews & Negotiations	June/July 2017
Anticipated Contract Execution	August 2017

**IMPORTANT NOTICE:** The Key Events Schedule represents many sourcing and contracting activities occurring within a short period of time. Proposer is asked in advance to make the following resources available to expedite the selection and contracting process:

If selected as a finalist, Proposer may be required to attend an interview session that includes a face-to-face meeting with an advance notice of no more than one week. The anticipated location of this activity is Houston, Texas.

If selected for contract award, Proposer should have its chief legal and business officers available for commencement of contract negotiations with 72 hours of notice of award. Such negotiations may take place face-to-face in order to expedite the contracting phase. The anticipated location of this activity is Houston, Texas. Proposer is requested to reference **Section 4.1** of this RFP and provide any exceptions as part of Proposer's RFP response.

**Proposer should not underestimate the necessity of complying with the Key Events Schedule and critical activities listed above. UT System reserves the right to revise the Key Events Schedule at any time.**

## 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 (each a "**HUB**") in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Preferred Supplier subcontracts any of its performance hereunder, Preferred Supplier must make a good faith effort to utilize HUBs certified by the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency. 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 UT System 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 UT System, its obligation to make a good faith effort to utilize HUBs when subcontracting hereunder will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting hereunder by Proposer is subject to review by UT System to ensure compliance with the HUB program.
- 2.5.2 UT System has reviewed this RFP in accordance with 34 *Texas Administrative Code*, Section 20.285, and has determined that subcontracting opportunities are probable under this RFP.
- 2.5.3 A HUB Subcontracting Plan ("**HSP**") is required as part of Proposer's proposal. The HSP will be developed and administered in accordance with UT System's Policy on Utilization of Historically Underutilized Businesses attached as **APPENDIX TWO** and incorporated herein for all purposes.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including **APPENDIX TWO**. Proposals that fail to do so will be considered non-responsive to this RFP in accordance with Section 2161.252, Texas Government Code.*

Preferred Supplier will not be permitted to change its HSP unless: (1) Preferred Supplier completes a newly modified version of the HSP in accordance with the terms of **APPENDIX TWO** that sets forth all changes requested by Preferred Supplier, (2) Preferred Supplier provides UT System with such modified version of the HSP, (3) UT System approves the modified HSP in writing, and (4) all agreements or contractual arrangements resulting from this RFP are amended in writing by UT System and Preferred Supplier to conform to the modified HSP.

- 2.5.4 Proposer must submit one (1) signed copy of the HSP to UT System at the same time as it submits its proposal to UT System (ref. **Section 3.1** of this RFP). The signed copy of the HSP (the “**HSP Packet**”) must be submitted electronically utilizing the SciQuest e-sourcing tool as more particularly described in **Section 3.1** of this RFP. Proposer must ensure that the HSP Packet is submitted according to the electronic instructions provided in this RFP.

Any proposal submitted in response to this RFP that is not accompanied by an HSP Packet meeting the above requirements will be rejected by UT System and remain unopened, as that proposal will be considered non-responsive due to material failure to comply with advertised specifications. Furthermore, UT System will open a Proposer’s HSP Packet prior to opening the proposal submitted by Proposer, in order to ensure that Proposer has submitted a signed copy of the Proposer’s HSP Packet as required by this RFP. A Proposer’s failure to submit a signed copy of the completed HSP Packet as required by this RFP will result in UT System’s rejection of the proposal submitted by that Proposer as non-responsive, due to material failure to comply with advertised specifications; such a proposal will remain unopened and will be disqualified and not reviewed by UT System (ref. **Section 1.5** of **APPENDIX ONE** to this RFP).

**Note:** The requirement that Proposer provide a signed and completed HSP Packet under this **Section 2.5.4** is separate from and does not affect Proposer’s obligation to provide UT System with its proposal as specified in **Section 3.1** of this RFP.

- 2.5.5 UT System may offer Proposer the opportunity to seek an informal review of its draft HSP by the UT System Office of HUB Development. If so, details regarding this opportunity will be provided in the Pre-Proposal Conference (ref. **Section 2.6** of this RFP) or by other means. This process of informal review is designed to help address questions Proposer may have about how to complete its HSP properly. Any concurrence in or comments on the draft HSP by the UT System Office of HUB Development will NOT constitute formal approval of the HSP, and will NOT eliminate the need for Proposer to submit its final HSP to UT System, concurrently with its proposal, in accordance with the detailed instructions in this **Section 2.5**.

## 2.6 Pre-Proposal Conference

UT System will hold a pre-proposal conference at **10:00 AM**, Houston Time, on **May 9, 2017**. Proposers may attend the conference via webinar broadcast over the Internet utilizing the “Go-to-Meeting” webinar conference service.

The Pre-Proposal Conference will allow all Proposers an opportunity to ask the Alliance, the Strategic Services Group, and UT System HUB representatives relevant questions and clarify provisions of this RFP. Proposer should notify the UT System Contact **by no later than May 8, 2017**, whether it will attend the Pre-Proposal Conference, by emailing the UT System Contact at [JPStanford@mdanderson.org](mailto:JPStanford@mdanderson.org). UT System will provide complete details and instructions (including personal computer requirements).

## **SECTION 3**

### **SUBMISSION OF PROPOSAL**

#### **3.1 Electronic Submission Notice**

Submittal of proposals in response to this RFP will be conducted entirely electronically, utilizing the SciQuest e-sourcing tool. To register for participation in this RFP, please email or call the UT System Contact for further instructions. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) and electronically uploaded as instructed. Proposals must be completed and received by UT System on or before the Submittal Deadline (ref. **Section 2.1** of this RFP).

#### **3.2 Proposal Validity Period**

Each proposal must state that it will remain valid for UT System's acceptance for a minimum of one hundred eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

#### **3.3 Terms and Conditions**

3.3.1 Proposer must comply with the requirements and specifications contained in this RFP, the General Terms and Conditions (ref. **Section 4** of this RFP), the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications, Additional Questions and Scope of Work (ref. **Section 5** of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of goods and services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

- 3.3.1.1 Specifications, Additional Questions and Scope of Work (ref. **Section 5** of this RFP);
- 3.3.1.2 General Terms and Conditions (ref. **Section 4** of this RFP);
- 3.3.1.3 Proposal Requirements (ref. **APPENDIX ONE**); and
- 3.3.1.4 Notice to Proposer (ref. **Section 2** of this RFP).

#### **3.4 Submittal Checklist**

Proposer is instructed to complete, sign, and upload into the SciQuest e-Sourcing tool, the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, UT System may reject the proposal:

- 3.4.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**).
- 3.4.2 Responses to questions and requests for information in the Specifications, Additional Questions and Scope of Work Section (ref. **Section 5** of this RFP).
- 3.4.3 Signed and Completed Pricing Affirmation (ref. **Section 6** of this RFP).

- 3.4.4 Signed and completed copy of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** of this RFP and **APPENDIX TWO**).
- 3.4.5 Responses to Proposer's Survey (ref. **Section 5.5** of this RFP).
- 3.4.6 Proposer's Price Schedule (ref. **Section 5.6** of this RFP).

## **SECTION 4**

### **GENERAL TERMS AND CONDITIONS**

#### **4.1 General Information regarding Structure of Transaction and Terms and Conditions**

The structure of the transaction UT System intends to enter into as a result of this RFP will be substantially similar to the following: (1) one Preferred Supplier Agreement (“**PSA**”) between UT System and Preferred Supplier; and (2) several Institutional Participation Agreements (each an “**IPA**”) signed by participating Alliance members (collectively, the “**Agreement**”).

The terms and conditions contained in the attached Sample Preferred Supplier Agreement (ref. **APPENDIX THREE**) or, in the sole discretion of UT System, terms and conditions substantially similar to those contained in **APPENDIX THREE**, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Preferred Supplier Agreement, Proposer must submit a list of the exceptions as part of its proposal in accordance with **Section 5.3** of this RFP. Proposer's exceptions will be reviewed by UT System 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, UT System may consider Proposer's exceptions when UT System evaluates the Proposer's proposal.

## **SECTION 5**

### **SPECIFICATIONS, ADDITIONAL QUESTIONS AND SCOPE OF WORK**

#### **5.1 General**

The requirements and specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. The winning Proposer should understand that the Services will be required to be provided directly to Institutional Participants, and not to UT System or the Alliance.

#### **5.2 Minimum Requirements**

Each proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

- 5.2.1 Proposer must pay to the Alliance a quarterly administrative fee of two percent (2%) of the Total Net Sales made under the Agreement (ref. **Section 6.2** of this RFP).

### 5.3 Additional Questions Specific to this RFP and Scope of Work

Proposer must submit the following information as part of its proposal:

- 5.3.1 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 FOUR, 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 THAT A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION.**
- 5.3.2 If Proposer takes exception to any terms or conditions set forth in **Section 4** of this RFP, Proposer must submit a list of the exceptions.
- 5.3.3 Proposers will provide answers to the questions listed in the Proposer’s Survey (“**Proposer’s Survey**”) (ref. **Section 5.5** of this RFP) to the best of Proposer’s knowledge, as responses may be incorporated into the Agreement. The questions in the Proposer’s Survey will provide UT System with additional information about Proposer and various efficiencies and economies of scale that Proposer may provide to participating institutions.
- 5.3.4 In its proposal, Proposer must respond to each item listed in **APPENDIX FIVE, Electronic and Information Resources (“EIR”) Environment Specifications**. **APPENDIX FIVE** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide. Responses to **APPENDIX FIVE** will be incorporated into the Agreement and will be binding on Proposer.
- 5.3.5 In its proposal, Proposer must respond to each item listed in **APPENDIX SIX, Security Characteristics and Functionality of Contractor’s Information Resources**. **APPENDIX SIX** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide. Responses to **APPENDIX SIX** will be incorporated into the Agreement and will be binding on Proposer.
- 5.3.6 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Section 2252.908, Government Code (“**Disclosure of Interested Parties Statute**”), and 1 Texas Administrative Code Sections 46.1 through 46.5 (“**Disclosure of Interested Parties Regulations**”), as implemented by the Texas Ethics Commission (“**TEC**”), including, among other things, providing the TEC and UT System with the information required on the form promulgated by the TEC and set forth in **APPENDIX EIGHT**. Proposers may learn more about these disclosure requirements, including the use of the TEC electronic filing system, by reviewing the information on the TEC website at [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html). The Certificate of Interested Parties must be submitted by Preferred Supplier upon delivery to UT System of a signed Agreement.

## 5.4 Scope of Work

- 5.4.1 Purpose. The details noted below will form the basis for the Description of Services (collectively, the “**Services**”) to be included in the Agreement to be concluded between UT System and Preferred Supplier.

Proposer should understand that this RFP provides a general description of the Services to be performed and is not intended to be all inclusive. Proposer must be familiar with the requirements and general conditions that are essential to provide the Services consistent with industry best practices and in accordance with all licensing, regulations, and professional standards. The following outlines key elements of the Services.

- 5.4.2 General Description. Preferred Supplier will provide a Software Solution for biospecimen and related data management and requesting, including related services, for Institutional Participants. The Solution will support UTSHB’s objective of establishing of a simpler, faster, and more cost-effective mechanism for managing, locating, and requesting access to biospecimens and related data, as well as managing the related process/coordinator aspects among Institutional Participants.

Functionally, the enabling technology solution will allow researchers to search for, locate, and order samples and related data, while also allowing coordinators to manage the request workflow. The information in the system will come from many individual biospecimen collections across each of the Institutional Participants and will be updated periodically via data feeds provided by Preferred Supplier. These data sources will be disparate in schema, data type, format, quality, volume, and geographic location. In addition, the Solution will provide a best-in-class biospecimen inventory management system that can be adopted by research studies as desired by individual investigators and that is used directly as the basis for the search, locate, manage process described above.

Increasing utilization and sharing of resources across UT System, and possibly with institutions outside of UT System in the future, will require effort and change beyond the acquisition of a Software Solution. While this RFP primarily focuses on identifying the Software Solution, it is important to recognize the environment in which the tool will be used. Successful sharing of resources involves the following factors:

- People
  - An awareness that the biospecimens and related data are Texas assets and as such require a sense of stewardship by study investigators
  - A recognition that biospecimens and related data have value outside the study for which they are collected
  - A willingness to include standard informed consent language to support broad sharing
- Processes
  - Creation and adoption of standard processes, policies, and procedures across campuses
  - A consistent cross-campus method to locate the specific biospecimens and data needed by researchers

- A consistent cross-campus method to request access to specific biospecimens and data
- A consistent cross-campus method to determine which biospecimens and/or data will be shared and under what circumstances
- A consistent cross-campus method to manage and fulfill biospecimen and data requests
- Tools / Software Solution
  - A system to enable access to biospecimen and data information across campuses
  - An infrastructure to facilitate querying data related to biospecimens
  - An infrastructure to facilitate requesting biospecimens and related data
  - An infrastructure to facilitate request management workflow, including document(s) upload, approval to share, and scheduling / sending of follow-up email
  - Standardized assessment tools to measure the maturity of each biospecimen and data collection as needed

The people, processes, and tools described above collectively facilitate the following three (3) phases in obtaining access to biospecimens and / or related data for research:

- 1) Locate phase: The ability for users to query biospecimen inventory (including related data) from all participating biospecimen collections at all Institutional Participant campuses.
- 2) Request phase: The ability to submit requests for selected biospecimens and / or data.
- 3) Request management phase: The ability to manage the biospecimen / data request workflow from request through disposition (i.e., delivery or request cancellation), with ability to tailor the request workflow to each specific Institutional Participant campus and to schedule / send follow-up email as needed.

The key user / stakeholder roles involved in the above phases include the following:

- Researcher / requestor: seeks access to biospecimens and / or related data. Able to query, manage shopping cart, place requests, review billing estimate, generate invoice, etc.
- Research associate: prospectively collects, processes, and records biospecimen and related data
- Campus coordinator: able to review / manage portion(s) of requests associated with their campus. Note that a campus coordinator may be assigned to more than one campus at any given time.
- UTSHB coordinator: able to review / manage all requests across all campuses

- Lab personnel: pull, process, package, and ship requested biospecimens and / or related data as directed by coordinator(s)
- Contributor: seeks to share biospecimens and related data. Makes biospecimen-related data available via the UTSHB while maintaining storage and management of the biospecimens and related data

5.4.3 UTSHB Business Requirements. The key business requirements (what the organization wants to achieve, independent of solution) include the following:

- Increase the use of Texas biospecimens / data assets.
- Increase competitiveness of researchers on grant proposals.
- Increase discoverability of biospecimen collections and related data by researchers.
- Reduce difficulty of requesting biospecimens and related data, particularly in prospective collections.
- Increase quality and consistency of biospecimen- and data-related processes, policies, and procedures across Institutional Participants.

5.4.4 UTSHB User / Stakeholder Requirements. The user / stakeholder requirements (what the user wants the Software Solution to do, not how to do it) are provided below. These requirements are categorized by the phases of locate, request, and manage as described in **Section 5.4.2**.

#### 5.4.4.1 Locate

- Inventory of biospecimen and related data from all Institutional Participants can be queried via a single query in a single user interface.
- Query results will include the number of matching biospecimens and / or related data by campus and study and contact information for each.
- Query detail is sufficient to allow users to locate the specific biospecimens / related data to request. This includes support for biospecimen inventory data, donor demographic and phenotype (cross sectional and longitudinal) data, research and clinical lab results, and other related data (i.e., surveys, images, etc.).
- The solution will handle complex queries, including ‘and/or’ logic with at least four (4) levels of precedence.
- All stored informed consent parameters are usable in all queries.
- The query history for each user and each query is kept for 30 days from the date of most recent login by user.
- Queries in the query history are available for future use, revision, and re-submissions by the user who created the queries.
- The query history may be permanently deleted at any time by the user.
- Individual biospecimens / related data can be placed in the shopping cart.

- Multiple biospecimens / data can be placed in the shopping cart at one time.
- The contents of the shopping cart are maintained between login sessions for 30 days from the date of most recent login by the user.
- The query history and shopping cart contents are visible only to the user account performing the query and to relevant campus and UTSHB coordinator personnel.
- Shopping carts are independent between user accounts.

#### 5.4.4.2 Request

- Prior to submitting the request (i.e., at checkout), the user is given an estimate of the cost associated with the specific request. Note that the final cost may be lower if one or more requested biospecimens and / or related data is not approved for sharing.
- The requestor must confirm the placement of the request before the request is considered to have been submitted.
- At any time before the request is confirmed by the requestor, the requestor may choose not to submit the request.
- During the request process, the requestor is required to upload certain documents (i.e., study protocol, IRB approval letter, PI CV, etc.). Note that the exact documents needed is to be determined and may vary by study, campus, etc.
- The uploaded documents will be available to the user, campus coordinators, and UTSHB coordinators.
- The requestor may upload updated / additional documents at a later date / time.
- When a request is submitted (i.e., the request has been placed), the solution will automatically send an email to the user confirming the request. The email will include a request ID, information on each biospecimen (including biospecimen ID, collection ID/name, and campus ID/name) and / or related data requested, a summary of the next steps in the process, and contact information for campus coordinator(s) and / or UTSHB coordinator(s), etc.

#### 5.4.4.3 Manage

- For each request, the solution will automatically send an email to the appropriate campus coordinator(s) and UTSHB coordinator(s). The email will include a request ID and information on each product requested including biospecimen ID, collection ID/name, and campus ID/name, etc.
- The solution will provide status information to the requestor, campus coordinator(s), and UTSHB coordinator(s) throughout the fulfillment process.

- The solution will automatically send email to the requestor, campus coordinator(s), and UTSHB coordinator(s) when any part of the order is shipped. The email will contain details sufficient to identify the request with which the shipment is associated and will list the specific contents of the shipment.
- At the time the request is fully shipped, the solution will automatically create an invoice for the requested biospecimens and / or data based on the billing information and rates of each campus involved in the request at the time the request was placed. The invoice will be stored in such a way that coordinators can access and send the information to the appropriate personnel for processing.
- The solution will support the request management workflow as defined by each campus.

5.4.5 UTSHB Functional / Solution Requirements. This Scope of Work outlines the key functionalities that UT System requires from the Software Solution. If Proposer does not already have in production with other customers a Software Solution that meets all of these requirements, Proposer should identify in detail the steps necessary to enhance its product to meet all of UT System's requirements, and should estimate the associated timing and cost to develop, test and implement its enhanced product. In doing so, Proposer should detail what, if any, contribution toward such costs it would expect UT System to make, bearing in mind the likely usefulness of the enhancements in Preferred Supplier's marketing of its product to other customers. Any proposed contribution by UT System toward these costs will be taken into account in evaluating competing proposals.

- 5.4.5.1 The solution will be fully functional from any location with an internet connection on a UT System network, including VPN (subject to UT System authentication restrictions and policies).
- 5.4.5.2 The solution will be fully functional on all desktop, laptop, and mobile devices supported by any and all Institutional Participants.
- 5.4.5.3 The solution will interface with clinical / EHR system(s) at each Institutional Participant campus as necessary.
- 5.4.5.4 Assuming Proposer does not identify an attractive alternative that involves a UT System institution hosting the software for use by all Institutional Participants, the system will be hosted by Preferred Supplier (or by an approved hosting subcontractor) at a secure facility.
- 5.4.5.5 The system will track phenotype (cross sectional and longitudinal) data.
- 5.4.5.6 The system will track demographic (race, gender, DOB, case status, control, etc.) data.
- 5.4.5.7 The system will track biospecimen information (sample type, sample integrity, initial volume, current volume, concentration for DNA, etc.) data.

- 5.4.5.8 The system will track biospecimen family / pedigree.
- 5.4.5.9 The system will support barcode information in both linear and 2D formats.
- 5.4.5.10 The system will support barcodes containing symbols, spaces, and leading zeros.
- 5.4.5.11 The user will be able to obtain sample, demographic, phenotype, lab results, demographic, etc. data as available for each biospecimen.
- 5.4.5.12 The solution will automatically prepare an electronic invoice for products, data, and services based upon charge rates established by each Institutional Participant.
- 5.4.5.13 The invoice will be based on the charge rates in place at the time the request is placed.
- 5.4.5.14 The role(s) assigned to users can be changed only by UTSHB application administrator(s).
- 5.4.5.15 All reports are available for output in PDF, csv, and xlsx format as specified by the user each time a report is generated.
- 5.4.5.16 The solution will track informed consent parameters.
- 5.4.5.17 All tracked informed consent parameters can be used in all biospecimens and related data query and identification functions.
- 5.4.5.18 The solution will have the ability to interface directly with electronic informed consent systems.
- 5.4.5.19 The solution will provide the capability to connect to and extract data from multiple data sources.
- 5.4.5.20 The solution will support built-in data profiling software that analyzes source data for consistency, dependencies, and other attributes before beginning the Extract, Transform and Load (ETL) process and will support ETL processes consistent with the environment at each Institutional Participant.
- 5.4.5.21 The solution will include data quality and cleansing functionality for identifying and correcting errors in data sets, plus data synchronization for maintaining data consistency in source and target systems.
- 5.4.5.22 The solution will include metadata management support for synchronizing data transfer processes.
- 5.4.5.23 The solution will support capabilities to integrate data stored in both on-premises and cloud systems

- 5.4.5.24 The solution will ensure compliance with security guidelines and maintain the integrity of the source data while transforming and loading the data into the consolidated data management system.
- 5.4.5.25 The solution will fully index the data, allowing users to query all data sources from a single search criteria entry point (user interface).
- 5.4.5.26 The solution will allow users to customize and change the data model at any point of configuration to include the point of completion or deployment.
- 5.4.5.27 A database schema with documentation adequate for an in-house Database Administrator (DBA) to understand all data structures and provide support will be provided as part of the solution.
- 5.4.5.28 The solution will allow for the integration of new data sets that were not considered at the time of deployment so that the data can be modified, improved, and expanded over time as studies and biospecimen data are added.
- 5.4.5.29 The solution will include a System Design Document (SDD) for each Institutional Participant data source incorporated.
- 5.4.5.30 Proposer will coordinate technical review sessions with UTSHB personnel upon the completion of each design portion of the SDD.
- 5.4.5.31 The solution will include a job scheduler to allow for scheduled uploading and processing of data, etc.
- 5.4.5.32 The solution will support all Institutional Participant chartfield strings.
- 5.4.5.33 The solution will support query result sets of 1,000,000 biospecimens.
- 5.4.5.34 The solution will support a minimum of 10,000 separate items in each shopping cart at one time. "**Separate items**" is defined as the biospecimen and related data for a single biospecimen. Data elements are NOT separate items.
- 5.4.5.35 A record of all activity in the system by all users will be maintained by the solution, including campus name, user name (login ID), date, time, activity, and query text and the number of rows in the result set (if a query is being performed) in such a way that they are available for analysis by authorized users.
- 5.4.5.36 The solution will have an uptime of at least 99.9% per year. Further details of this and related performance requirements will be specified in the SLA Standards to be included in the resulting Agreement.
- 5.4.5.37 The solution will be capable of supporting a minimum of 100 concurrent users.

- 5.4.5.38 The solution will be capable of supporting a minimum of 10 Institutional Participants.
- 5.4.5.39 The solution will be capable of supporting a minimum of 100,000 studies.
- 5.4.5.40 The solution will be capable of supporting a minimum of 10,000,000 biospecimens and the data related to each of these biospecimens.
- 5.4.5.41 The solution will provide at least three separate environments: development, testing, and production.
- 5.4.5.42 The solution will have a page load time of no more than 2 seconds.
- 5.4.5.43 The solution will return results of any and all queries in less than 30 seconds, regardless of the database size or result set size.
- 5.4.5.44 The solution will maintain shipping log information including manifest, recipient info, etc.
- 5.4.5.45 Each query will be stored (date, time, query text, number of rows returned, etc.) for usage reporting by authorized users.
- 5.4.5.46 Each request submitted will be stored (date, time, user identifier, request ID, etc.) for usage reporting by authorized users.
- 5.4.5.47 All request information will be maintained in the solution after the request is closed.
- 5.4.5.48 Reports will be customizable and allow for new reports to be created by application administrators.
- 5.4.5.49 The solution will track and report request processing status changes.
- 5.4.5.50 The solution will track and report contributor approval status.
- 5.4.5.51 The solution will handle scheduled (daily, weekly, etc.) uploads of data changes (additions, modifications, deletions) from all Institutional Participant data sources in a time window not to exceed 2 hours and will maintain consistent biospecimen IDs across uploads / updates. Note that this may include several thousand data sources.
- 5.4.5.52 Individual charge rates / scenarios will be specified individually by each Institutional Participant, and a minimum of 5 charge rates / scenarios per Institutional Participant will be supported.

- 5.4.5.53 All invoices generated by the solution will be automatically sent to the appropriate Institutional Participant.
  - 5.4.5.54 The billing schedule will be individually specified by each Institutional Participant.
  - 5.4.5.55 The solution will support billing schedules, rates, discounts, etc. being changed independently by each Institutional Participant.
  - 5.4.5.56 The solution will support billing schedules, rates, discounts, etc. being changed at any time.
  - 5.4.5.57 The solution will have the ability to replicate to another host and be fully available with all information and functionality within 24 hours of notification that replication is necessary
- 5.4.6 UTSHB Non-Functional Requirements.
- 5.4.6.1 Authentication will be based on existing UT System single sign-on standards.
  - 5.4.6.2 Access will be based on existing UT System login credentials.
  - 5.4.6.3 Access control will be based on roles.
  - 5.4.6.4 Roles will be assigned on a per user basis.
  - 5.4.6.5 The default role for new users will allow the user to search for biospecimens and related data and to place requests only.
  - 5.4.6.6 The solution will record all login attempts, including IP address, data / time, login ID, etc., in such a way that they are available for analysis by authorized users.
  - 5.4.6.7 The solution will provide web analytics in such a way that they are available for analysis and reporting by authorized users. See Google Analytics as an example.
  - 5.4.6.8 The solution will meet all applicable CFR21 Part 11 requirements.
  - 5.4.6.9 The solution will meet all applicable HIPAA requirements.
  - 5.4.6.10 The solution will meet all applicable HITECH requirements.
  - 5.4.6.11 The solution will meet all applicable FDCC requirements.
  - 5.4.6.12 The solution will meet all applicable regulatory and policy requirements of each Institutional Participant.

- 5.4.6.13 The solution will comply with the following Minimum Security Standards for Application Development and Administration, [http://security.utexas.edu/policies/standards\\_application](http://security.utexas.edu/policies/standards_application).
  - 5.4.6.14 The solution will comply with the following Minimum Security Standards for systems, [http://security.utexas.edu/policies/standards\\_systems](http://security.utexas.edu/policies/standards_systems).
  - 5.4.6.15 The solution will comply with the following Minimum Security Standards for Data Stewardship, [http://security.utexas.edu/policies/standards\\_stewardship](http://security.utexas.edu/policies/standards_stewardship).
  - 5.4.6.16 The solution will comply with the following guidelines for digital publishing, [www.utexas.edu/brand-guidelines/digital-publishing](http://www.utexas.edu/brand-guidelines/digital-publishing).
  - 5.4.6.17 The solution will comply with the following Web Privacy Policy, [www.utexas.edu/web-privacy-policy](http://www.utexas.edu/web-privacy-policy).
  - 5.4.6.18 The solution will comply with the following Web Accessibility Policy, [www.utexas.edu/web-accessibility-policy](http://www.utexas.edu/web-accessibility-policy).
  - 5.4.6.19 The solution will function with all browsers on the following list, [www.utexas.edu/brand-guidelines/web-guidelines/browsers](http://www.utexas.edu/brand-guidelines/web-guidelines/browsers).
  - 5.4.6.20 The solution will meet all applicable records retention policies.
  - 5.4.6.21 The solution will meet all applicable federal, state, and institutional security requirements, protocols, standards, and guidelines.
  - 5.4.6.22 The solution will meet all applicable federal, state, and institutional accessibility requirements, protocols, standards, and guidelines.
- 5.4.7 UTSHB Implementation / Transition Requirements.
- 5.4.7.1 Preferred Supplier will work with Institutional Participants to create data interfaces to existing collections.
  - 5.4.7.2 The following data source formats will be supported: XML, xlsx, csv, json, all RDBM systems.
  - 5.4.7.3 Preferred Supplier will provide separate product user (researcher) training at each Institutional Participant campus.
  - 5.4.7.4 Preferred Supplier will provide separate product user (researcher) documentation via single, separate PDF file and available within the application and visible to all roles.
  - 5.4.7.5 Preferred Supplier will provide separate product user (coordinator) training at each Institutional Participant campus.

- 5.4.7.6 Preferred Supplier will provide separate product user (coordinator) documentation via single, separate PDF file and available within the application and not visible to roles other than coordinator and application administrator.
  - 5.4.7.7 Preferred Supplier will provide separate product administration training at one location as specified by UT System.
  - 5.4.7.8 Preferred Supplier will provide separate product administration documentation via single, separate PDF file and not visible to roles other than application administrator.
  - 5.4.7.9 Preferred Supplier will provide detailed test procedures, data, and results of full integration testing for approval prior to release and implementation on production system(s).
- 5.4.8 Other Requirements.
- 5.4.8.1 Preferred Supplier will provide full requirements / testing traceability matrix for approval by UTSHB prime site prior to commencement of any development and / or implementation work.
  - 5.4.8.2 Preferred Supplier will provide formal change control process for all change requests, including cost estimates and schedule estimates.
  - 5.4.8.3 Additional work will not proceed until formal written authorization from the UTSHB prime site has been received by Preferred Supplier.
  - 5.4.8.4 For a period of five (5) years from the date of acceptance of the solution by the UTSHB prime site, Preferred Supplier will provide 2nd and 3rd level support for the solution, including application, data interfaces, documentation and help files, and training during normal UT System business hours; 1st level support will be provided by campus and UTSHB coordinators.
  - 5.4.8.5 For a period of five (5) years from the date of acceptance of the solution by the UTSHB prime site, Preferred Supplier will provide updates, at no additional charge, as necessary to address significant application issues and to maintain ongoing policy and regulatory compliance.
- 5.4.9 Campus Requirements.
- 5.4.9.1 Each Institutional Participant will have its own unique set of rules and regulations for conducting business on its campuses. Preferred Supplier will be responsible for compliance with each Institutional Participant's rules and regulations, including any and all requirements for background checks, badging/credentialing, and security.
  - 5.4.9.2 Preferred Supplier will establish with each Institutional Participant campus-specific delivery methods, delivery schedules, and delivery locations.

- 5.4.9.3 Preferred Supplier will cause its representatives, agents, employees and permitted subcontractors (if any) to become aware of, fully informed about, and in full compliance with all applicable UT System and Institutional Participant rules and policies, including, without limitation, those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions; consideration for students, patients and their families as well as employees; parking; and security.
- 5.4.10 Preferred Supplier-Alliance Account Support Team. Preferred Supplier will provide a Senior Management Account Representative with the authority and responsibility for the overall success of the Agreement within Preferred Supplier's organization. The Preferred Supplier also will designate an individual assigned to the Alliance account responsible for: (i) receiving and providing ongoing communications by and between Preferred Supplier and UT System; (ii) monitoring the overall implementation of the Agreement at each Institutional Participant and providing updates and activity/sales reports to the UT System Contract Administrator (who will be designated by UT System as responsible for day-to-day management of the Preferred Supplier – UT System relationship and who will serve as Preferred Supplier's primary contact for and on behalf of Institutional Participants on all matters relating to the Agreement); (iii) identifying and fostering process improvements; (iv) serving as the liaison to engage resources with Preferred Supplier's organization to troubleshoot and resolve problems; (v) organizing Quarterly Business Reviews ("QBRs") and monitoring Key Performance Indicators ("KPIs"); and (vi) providing early warning notices of service performance and other concerns to Preferred Supplier's management team and the UT System Contract Administrator.
- 5.4.11 Preferred Supplier-Institutional Participant Account Support Team. Each Institutional Participant will have different support needs. Promptly following execution of the Agreement, Preferred Supplier will develop with Institutional Participant a mutually agreed-upon, customized work plan, to include without limitation: local performance measures; program goals; implementation plan; training plan; ordering method(s); invoicing method(s); and premises rules.
- 5.4.12 Invoicing and Payment.
- 5.4.12.1 Preferred Supplier will invoice to UT System all charges by Preferred Supplier under the Agreement, and UT System alone will be responsible for payment of all charges.
- 5.4.12.2 UT System will remit payments of invoices issued under the Agreement on a Net 30 Days basis, subject to requirements of the Texas Prompt Payment Act.
- 5.4.12.3 Preferred Supplier will resolve all invoice discrepancies within five (5) business days after written notification or, if because of their nature, the discrepancies cannot be resolved within that time frame, Preferred Supplier will take all of the steps that UT System deems necessary.

### 5.4.13 Pricing.

- 5.4.13.1 Proposer will use **Attachment A** to describe in detail the various fees and charges associated with acquiring and/or licensing the proposed Software Solution. Proposer must include an unbundled breakdown depicting all of the cost elements to license, implement and support the proposed solution. The breakdown must be very specific and include all hardware, software, licensing costs, and sizing specifications that would be needed to facilitate pricing the Software Solution. Detailed descriptions of all necessary software and hardware with all associated costs must be itemized, and architectural drawings (as applicable) with explanations must be included. For related services, Proposer must list the services and pricing options with costs, including all required travel costs. This would include, where applicable, maintenance and support, software hosting, software installation, interface design, technical support, and training.
- 5.4.13.2 Preferred Supplier's overall price structure and discount levels will remain firm and unchanged for the term of the Agreement, unless otherwise agreed upon in writing by the UT System Contract Administrator and Preferred Supplier; *provided, however*, Preferred Supplier may provide additional discounts above those stated in the Agreement, and Preferred Supplier is encouraged to do so. Preferred Supplier will document all additional discounts in written email correspondence to the UT System Contract Administrator.
- 5.4.13.3 All prices quoted to UT System or Institutional Participants will be inclusive of all fees and charges due and payable to Preferred Supplier under the Agreement.
- 5.4.13.4 Preferred Supplier and the UT System Contract Administrator will review all price structures for the Services on a periodic basis as determined by the UT System Contract Administrator. Preferred Supplier's initial and subsequent pricing will be benchmarked by the Strategic Services Group for market competitiveness. Preferred Supplier agrees to negotiate in good faith to adjust pricing if necessary to remain competitive. Should pricing listed in the Agreement change during such periodic reviews, such changes will be documented in a written amendment to the Agreement agreed to by Preferred Supplier and the UT System Contract Administrator
- 5.4.14 Management Reports. Preferred Supplier will submit to the UT System Contract Administrator the reports listed below, within thirty (30) days after the close of each calendar quarter. The reports will be provided in electronic format or computer-generated spreadsheets, in accordance with a template to be provided by UT System. At a minimum, the reports will provide:
- 5.4.14.1 Sales History Report: sales of Services for the current quarter and for total calendar year to date under the Agreement
- 5.4.14.2 HUB Report: information as required by the HUB subcontracting plan, as applicable.

5.4.15 Preferred Supplier Relationship Management. Preferred Supplier and the UT System Contract Administrator will meet once each quarter to conduct a Quarterly Business Review ("QBR") as further described in **APPENDIX THREE – 9**.

## 5.5 Proposer's Survey

Proposer must complete the Proposer's Survey.

The Proposer's Survey contains a list of additional questions the Proposer will answer when responding to this RFP. The questionnaire will provide each Proposer the opportunity to explain how its proposal meets UT System's needs. Responses to the Proposer's Survey will offer UT System insight into company financial information, implementation plan, customer references, price protection guarantees, etc.

If Proposer needs to submit additional supporting information, refer to the supporting information in responses to the Proposer's Survey and attach supporting materials in a logical and clear manner. Any supporting information must be included in electronic form via the SciQuest e-Sourcing tool and must follow the following naming convention: (<Proposer Name> - <Question Number> - Response - <File Name>).

## **SECTION 6 PRICE SCHEDULE AND AFFIRMATION**

### 6.1 Price Schedule

Proposer must submit, as part of its proposal, detailed prices for the Software Solution described in **Section 5.4** (Scope of Work) of this RFP. The prices must include all charges associated with providing the full scope of work.

### 6.2 Pricing Affirmation

**THE FOLLOWING FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH THE PROPOSER'S PROPOSAL. FAILURE TO DO SO WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** The University of Texas System  
**Ref.:** Preferred Supplier of Software Services for the UT System Health Biobank  
**RFP No.:** UTS/A62

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the subject Services upon the pricing terms quoted below.

The prices quoted in in response to this RFP (see **Section 5.6**) will be Proposer's guaranteed pricing.

Proposer agrees that if Proposer is awarded an agreement under this RFP, it will provide to UT System an administrative fee of two percent (2%) of the Total Net Sales made by Preferred Supplier under the

Agreement, as described in **Section 5.2.1** of this RFP. *[Note to Proposer: this will be addressed in the Agreement's Description of Services.]* **“Total Net Sales”** means the total dollar amount of all sales of the subject Services that are made by Preferred Supplier to Institutional Participants, less credits, returns, taxes, and unpaid invoices.

Subject to the requirements of the Texas Prompt Payment Act (Chapter 2251, *Texas Government Code*), UT System’s standard payment terms are “Net 30 days.” Proposer will provide the following prompt payment discount:

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

Proposer certifies and agrees that all prices proposed in Proposer’s proposal have been reviewed and approved by Proposer’s executive management.

Respectfully submitted,

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

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

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

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

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

# APPENDIX ONE

## PROPOSAL REQUIREMENTS

### SECTION 1 GENERAL INFORMATION

#### 1.1 Purpose

UT System is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing goods and 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 UT System.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the goods and services to be performed, the detailed requirements of the goods and services to be provided, and the conditions under which such goods and 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 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

UT System may in its sole discretion respond in writing to written inquiries concerning this RFP and post its response as an Addendum to all parties recorded by UT System as participating in this RFP. Only UT System's responses that are made by formal written Addenda will be binding on UT System. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by UT System 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 by selecting "acknowledge" in the Addendum section of the RFP in SciQuest. Each Addendum must be acknowledged by Proposer prior to the Submittal Deadline and should accompany Proposer's proposal.

#### 1.3 Public Information

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

UT System 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, UT System 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* (*Government Code*, Chapter 552.001, et seq.). Proposer will be advised of a request for public

information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

#### 1.4 Type of Agreement

Preferred Supplier, if any, will be required to enter into an agreement with UT System in a form that (i) includes terms and conditions substantially similar to those set forth in **Section 4** of this RFP, and (ii) is otherwise acceptable to UT System in all respects.

#### 1.5 Proposal Evaluation Process

UT System will select Preferred Supplier by using the competitive sealed proposal process described in this Section. UT System will open the HSP Packet submitted by a Proposer prior to opening Proposer's proposal in order to ensure that Proposer has submitted the completed and signed HUB Subcontracting Plan (also called the HSP) that is required by this RFP (ref. **Section 2.5.4** of the RFP). All proposals submitted by the Submittal Deadline accompanied by the completed and signed HSP required by this RFP will be opened. Any proposals that are not submitted by the Submittal Date or that are not accompanied by the completed and signed HSP required by this RFP will be rejected by UT System as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, UT System may invite one or more selected Proposers to participate in oral presentations. UT System will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Preferred Supplier.

UT System may make the selection of Preferred Supplier on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, UT System may make the selection of Preferred Supplier on the basis of negotiation with any of Proposers. In conducting such negotiations, UT System will avoid disclosing the contents of competing proposals.

At UT System's sole option and discretion, UT System may discuss and negotiate all elements of the proposals submitted by selected Proposers within a specified competitive range. For purposes of negotiation, UT System 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, UT System will defer further action on proposals not included within the competitive range pending the selection of Preferred Supplier; provided, however, UT System reserves the right to include additional proposals in the competitive range if deemed to be in the best interests of UT System.

After submission of a proposal but before final selection of Preferred Supplier is made, UT System may permit a Proposer to revise its proposal in order to obtain 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. UT System will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. UT System is not obligated to select Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to UT System overall, as determined by UT System.

UT System 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 UT System. Proposer is hereby notified that UT System

will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by UT System.

## **1.6 Proposer's Acceptance of Evaluation Methodology**

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] the Criteria for Selection (ref. **2.3** of this RFP), [c] the Specifications, Additional Questions and Scope of Work (ref. **Section 5** of this RFP), [d] the terms and conditions set forth in **Section 4** of this RFP, and [e] all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by UT System 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 UT System has made no representation written or oral that one or more agreements with UT System will be awarded under this RFP; (2) UT System issues this RFP predicated on UT System's anticipated requirements for the related goods and services, and UT System has made no representation, written or oral, that any particular goods or services will actually be required by UT System; 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 UT System.

1.8.3 UT System will not provide compensation to Proposer for any expenses incurred by Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer, unless otherwise expressly agreed in writing. 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 UT System, at UT System'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 UT System makes no warranty or guarantee that an award will be made as a result of this RFP. UT System 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 when deemed to be in UT System's best interest. UT System 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 UT System,

at UT System'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 UT System, in UT System's sole discretion.

## 1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions Proposals must include responses to the questions referenced in Specifications, Additional Questions and Scope of Work (ref. **Section 5** of this RFP).

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 Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by UT System, in its sole discretion.

1.9.3 Pricing Affirmation Proposer must complete and return the Pricing Affirmation (ref. **Section 6** of this RFP), as part of its proposal. UT System will not recognize or accept any charges or fees that are not specifically stated in the Pricing Affirmation.

1.9.4 Submission Proposer should submit all proposal materials via the SciQuest e-sourcing tool. Proposer should ensure that all documents are submitted electronically in accordance with the instructions in **Section 3.1** of this RFP.

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

UT System will not, under any circumstances, consider a proposal that is received after the Submittal Deadline or which is not accompanied by the completed and signed HSP that is required by this RFP.

UT System will not accept proposals submitted by telephone, proposals submitted by Facsimile ("**FAX**") transmission, or proposals submitted by hard copy (i.e., paper form) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to UT System. 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 UT System's consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to UT System, in UT System's sole discretion.

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

## **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 PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

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

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

2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the subject goods and services.

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

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

2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in Section 4 of this RFP, under which Proposer will be required to operate.

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

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

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

2.1.9 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UT SYSTEM, INDEMNIFY, AND HOLD HARMLESS 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.

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

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

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

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

**2.5** By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

**2.6** By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.

**2.7** By signature hereon, Proposer certifies as follows:

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

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

this certification will be subject to administrative review and approval before UT System enters into a contract or agreement with Proposer.

**2.9** By signature hereon, Proposer certifies that in accordance with Section 2155.004, *Government Code*, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP. In addition, Proposer certifies that an award of a contract to Proposer will not violate Section 2155.006, *Government Code*, prohibiting UT System from entering into a contract that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, *Government Code*, Proposer certifies that Proposer is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.

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

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

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

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

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

If Proposer is a Corporation, then State of Incorporation: \_\_\_\_\_

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

RFP No.: UTS/A-\_\_\_\_\_

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

HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

**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 PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

**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)

## APPENDIX TWO

### **UT SYSTEM POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES**

*[Note: the Alliance should include the most recent edition, obtained from the UT System HUB Office, of the System's Policy on Utilization of Historically Underutilized Businesses.]*

### APPENDIX THREE

## SAMPLE PREFERRED SUPPLIER AGREEMENT

for

### SOFTWARE SERVICES FOR THE UT SYSTEM HEALTH BIOBANK

between

THE UNIVERSITY OF TEXAS SYSTEM

and

\_\_\_\_\_  
University of Texas Agreement Number: \_\_\_\_\_

This Software as a Service (“SaaS”) Agreement (this “Agreement”), dated effective as of \_\_\_\_\_, 2017 (“Effective Date”), is made by and between **The University of Texas System (“UT System”)**, a state agency and institution of higher education authorized under the laws of the State of Texas, and \_\_\_\_\_ (“Preferred Supplier”), a \_\_\_\_\_ corporation, Federal Tax Identification Number \_\_\_\_\_, with its principal offices located at \_\_\_\_\_.

***[Note: as indicated elsewhere in this RFP, UT System has a strong preference for a cloud-based software solution, with Institutional Participants accessing the software via the internet on a subscription basis. UT System has not identified a readily available alternative that involves a UT System institution hosting the software for use by all Institutional Participants. At the same time, UT System does not want to foreclose any alternative. This sample Agreement presumes that the software solution will be cloud-based, with Preferred Supplier’s charges being assessed on a subscription basis. If it is not, appropriate changes will need to be made throughout the draft.]***

This Agreement specifies the terms and conditions applicable to the supply by Preferred Supplier of software services for the UT System Health Biobank, all as further described below.

Now, therefore, the parties, intending to be legally bound, agree as follows:

## **SECTION 1 – Definitions**

“**Alliance**” means The University of Texas System Supply Chain Alliance, an in-house group purchasing organization established by UT System to conduct and coordinate strategic purchasing initiatives across UT System. UT System health and academic institutions are members of the Alliance. The Alliance is also affiliated with other institutions of higher education that have executed an Alliance affiliate agreement.

“**Authorized Users**” means the employees, staff, administration, and contractors of Institutional Participants.

“**Institutional Participant**” means an Alliance member, as designated by the Alliance, that has executed an Institutional Participation Agreement in connection with this Agreement.

“**Institutional Participation Agreement**” or “**IPA**” means the Institutional Participation Agreement attached to this Agreement as **Rider 4** and incorporated for all purposes, to be executed by each Institutional Participant.

“**Preferred Supplier Solution**” means the software solution described in **Rider 1** and to which the modified version of Preferred Supplier’s Standard Ts&Cs (**Rider 6**) applies.

“**Services**” means the services provided by Preferred Supplier under this Agreement, including software implementation, data extraction and loading, data hosting via internet-based, shared servers owned and maintained by Preferred Supplier, system and product maintenance and support, operation of Preferred Supplier’s Solution, training of Authorized Users, product enhancement, and account management services, together with all documentation, tools, utilities, methodologies, specifications, techniques and other materials and know-how related thereto, as further described in **Rider 1** and elsewhere in this Agreement.

“**University Content**” means all data and other information created, uploaded or transferred in connection with the Services by an Institutional Participant or Authorized Users.

“**University Records**” means UT Party information to which Preferred Supplier may have access, receives from or on behalf of UT System or Institutional Participants, or creates through the Services under this Agreement. University Records may include social security numbers, credit card numbers, or data protected or made confidential or sensitive by law. University Records includes University Content.

“**University Rules**” means the rules, regulations and policies of UT System and Institutional Participants.

“**UT Party**” means, as applicable, UT System and/or the Institutional Participants.

“**UT System Contract Administrator**” means the Director of the Alliance, who will be the initial contact for all contractual concerns related to this Agreement.

## **SECTION 2 – Term:**

The term of this Agreement will begin on the Effective Date and expire \_\_\_\_\_ [*initial fixed term of three years*], unless earlier terminated in accordance with the provisions of this Agreement. UT System will have the option to extend the term of this Agreement for an additional two-year period, upon written notice given to Preferred Supplier at least 90 days in advance of the renewal term.

The Parties acknowledge that, prior to any scheduled expiration of this Agreement, UT System may conduct a competitive procurement for the purchase of products and services comparable to the Services, for the period following expiration. If Preferred Supplier is not selected as the source for the succeeding period, Institutional Participants may need to transition over a period of time to purchasing the products and services primarily from the new source, rather than from Preferred Supplier. In such event, in order to allow for an orderly transition, Institutional Participants may wish to continue purchasing from Preferred Supplier for a limited period of time after the anticipated expiration of this Agreement. As a result, Preferred Supplier agrees that, notwithstanding any other provision of this Agreement:

Preferred Supplier will make the Services available for purchase by Institutional Participants after \_\_\_\_\_, 20\_\_ (or the anticipated expiration date under any extended term of this Agreement), for a transitional period of six months (the “**Transition Period**”), on the same terms and conditions set forth in this Agreement.

The Administrative Fee provided for in **Rider 1** (Description of Services) will apply to all products and services purchased hereunder during the Transition Period, and all related obligations of Preferred Supplier under this Agreement (such as to report sales volumes to UT System) will continue during such period.

The Administrative Fee will apply to all future payments made by Institutional Participants for purchases of products and services initiated during this Agreement, including the Transition Period, even if such payments are made following expiration of this Agreement.

All incentive / rebate trigger amounts that may be established in this Agreement for any calendar year will be pro-rated automatically on a straight-line basis, to account for partial calendar years during which this Agreement exists, including the Transition Period.

### **SECTION 3 – Amendment:**

No change, modification, alteration, or waiver of this Agreement will be effective unless it is set forth in a written agreement that is signed by UT System and Preferred Supplier.

### **SECTION 4 – Performance by Preferred Supplier:**

Preferred Supplier will provide the Services to UT System, Institutional Participants, and their respective Authorized Users. Preferred Supplier grants to each Institutional Participant a non-exclusive, non-transferrable right and license to use and access the licensed Preferred Supplier Solution in accordance with this Agreement (as detailed with greater specificity in **Rider 6**) and the Services for the term of this Agreement. Institutional Participants retain all ownership and intellectual property rights in University Content. Preferred Supplier retains all ownership and intellectual property rights in the Services, subject to the license rights expressly granted herein.

Preferred Supplier will perform its obligations under this Agreement to the satisfaction of UT Party. Time is of the essence in connection with this Agreement. UT Party will not have any obligation to accept late performance or waive timely performance by Preferred Supplier.

Preferred Supplier agrees to:

4.1 comply with all applicable laws, rules and regulations, including without limitation all applicable intellectual property, privacy, and ethical laws, in its performance under this Agreement;

- 4.2 comply with the rules and regulations of the Board of Regents of UT System and University Rules;
- 4.3 call to UT System's attention in writing all information in any materials supplied to Preferred Supplier (by Institutional Participant or any other party) that Preferred Supplier regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished;
- 4.4 use best efforts to perform the Services in a good and workman-like manner and in accordance with the highest standards of Preferred Supplier' profession and business, and all Services will be of the quality that prevails among similar businesses of superior knowledge and skill engaged in providing similar services in major United States urban areas under same or similar circumstances;
- 4.5 maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement and ensure that all persons connected with Preferred Supplier and performing Services under this Agreement are registered or licensed under all applicable federal, state and municipal, laws, regulations, codes, ordinances and orders, including those of any other body or authority having jurisdiction.
- 4.6 obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by applicable laws for performance of the Services;
- 4.7 provide security controls to safeguard access to the Services and the processing, storage and transmission of any University Records in accordance with this Agreement and immediately notify UT System and the relevant Institutional Participant in the event of any known or suspected breach of security;
- 4.8 hold University Records in strict confidence and not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by UT System in writing;
- 4.9 safeguard University Records according to applicable administrative, physical and technical standards (such as standards established by the National Institute of Standards and Technology and the Center for Internet Security as well as Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Preferred Supplier protects its own confidential information;
- 4.10 continually monitor its operations and take any action necessary to ensure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with applicable laws and this Agreement;
- 4.11 comply with University Rules regarding the access to and use of Institutional Participant's computer systems, including UTS 165 at <https://www.utsystem.edu/board-of-regents/policy-library/policies/uts165-information-resources-use-and-security-policy>;
- 4.12 at the request of UT System, provide UT System with a written summary of the procedures Preferred Supplier uses to safeguard and maintain the confidentiality of University Records;
- 4.13 not to "sunset" the Preferred Supplier's Solution during the term of this Agreement, i.e., not to cease ongoing support and maintenance;
- 4.14 if an impermissible use or disclosure of any University Records occurs, provide written notice to UT System and the relevant Institutional Participant within one (1) business day after Preferred Supplier'

discovery of that use or disclosure, and promptly provide UT System and the relevant Institutional Participant with all information requested regarding the impermissible use or disclosure;

4.15 if Preferred Supplier discloses any University Records to a subcontractor or agent, require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Preferred Supplier by this Agreement;

4.16 except as expressly permitted in this Agreement, not make any press releases, public statements, or advertisement referring to this Agreement or work hereunder;

4.17 locate all processing and storage of University Content, including backup, and disaster recovery only in the United States; and

4.18 take commercially reasonable measures consistent with Preferred Supplier' security policies to protect University Content against deterioration or degradation of data quality and authenticity.

#### **SECTION 5 – Family Code Child Support Certification:**

Pursuant to Section 231.006, *Family Code*, Preferred Supplier certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

#### **SECTION 6 – Eligibility Certifications:**

Pursuant to Sections 2155.004 and 2155.006, *Texas Government Code*, Preferred Supplier certifies that it has not received compensation for participation in the preparation of the Request for Proposal related to this Agreement and is not ineligible to receive the award of or payments under this Agreement; and acknowledges that this Agreement may be terminated and payment withheld if these certifications are inaccurate.

#### **SECTION 7 – Tax Certification:**

If Preferred Supplier is a taxable entity as defined by Chapter 171, Texas Tax Code (“**Chapter 171**”), then Preferred Supplier certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Preferred Supplier is exempt from the payment of those taxes, or that Preferred Supplier is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

#### **SECTION 8 – Payment of Debt or Delinquency to the State:**

Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Preferred Supplier agrees that any payments owing to Preferred Supplier under this Agreement may be applied directly toward any debt or delinquency that Preferred Supplier 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.

#### **SECTION 9 – Loss of Funding:**

Performance by UT Party under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “**Legislature**”) and/or allocation of funds by the Board of Regents of The University of Texas System (the “**Board**”). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then UT Party will issue written notice to Preferred Supplier and UT Party may terminate this Agreement without further duty or obligation

hereunder, other than payment for goods and services already delivered or provided to Institutional Participant. Preferred Supplier acknowledges that appropriation, allotment, and allocation of funds are beyond the control of UT Party.

**SECTION 10 – Force Majeure:**

None of the parties to this Agreement will be liable or responsible to another for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character (“**force majeure occurrence**”). Provided, however, in the event of a force majeure occurrence, Preferred Supplier agrees to use its best efforts to mitigate the impact of the occurrence so that UT Party may continue to provide healthcare services during the occurrence.

**SECTION 11 – Notices:**

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via registered or certified mail, overnight courier, confirmed facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below), and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one business day after delivery to the courier, (iii) if sent by facsimile (to the extent a facsimile number is set forth below), when transmitted, and (iv) if sent by email (to the extent an email address is set forth below), when received:

**If to UT System:** Office of Business Affairs  
 The University of Texas System  
 201 W. 7th Street  
 Attn: Executive Vice Chancellor for Business Affairs  
 Austin, Texas 78701-2982  
 Fax: 512-499-4289  
 Email: Lloyd@utsystem.edu

*with copy to:* The University of Texas System Supply Chain Alliance  
 Mid Campus Building  
 7007 Bertner Ave., Suite 11.2339  
 Houston, TX 77030  
 Attention: Director  
 Fax : 713-792-8084  
 Email:jfjoshua@mdanderson.org

**If to Preferred Supplier:** \_\_\_\_\_  
 \_\_\_\_\_  
 Attn: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

**If to an Institutional Participant:** The contact information for Institutional Participant as set forth in its IPA.

*with copy to:* Office of Business Affairs  
 The University of Texas System

201 W. 7th Street  
 Attn: Executive Vice Chancellor for Business Affairs  
 Austin, Texas 78701-2982  
 Fax: 512-499-4289  
 Email: LegalNotices@utsystem.edu

and

The University of Texas System Supply Chain Alliance  
 Mid Campus Building  
 7007 Bertner Ave., Suite 11.2339  
 Houston, TX 77030  
 Attention: Director  
 Fax: 713-792-8084  
 Email: jfjoshua@mdanderson.org

or such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

### **SECTION 12 – Preferred Supplier's Representations and Warranties.**

12.1. Preferred Supplier will promptly correct or re-perform any defective or nonconforming Services. Preferred Supplier' duties and obligations under this Agreement will at no time be in any way diminished by reason of any approval by UT System or Institutional Participants nor will Preferred Supplier be released from any liability by reason of any such approval, it being agreed that UT System and Institutional Participants at all times are relying upon Preferred Supplier's skill and knowledge in performing the Services. Preferred Supplier will, at its own cost, correct all material defects in Services supplied under this Agreement, as soon as practical after Preferred Supplier becomes aware of the defects.

12.2. Preferred Supplier represents and warrants that:

12.2.1 its performance under this Agreement will not violate the terms of any contract, obligation, law, regulation, ordinance, Rules and Regulations of the Board of Regents, the Policies of UT System, and applicable University Rules.

12.2.2 no claim, lien or action exists or is threatened against Preferred Supplier that would interfere with UT Party's use of the Services.

12.2.3 the Services and any other work performed by Preferred Supplier hereunder will not infringe upon any United States or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret, of any third party.

12.2.4 the Services and any other work performed by Preferred Supplier hereunder will: (a) be accurate and free from material defects, (b) conform to the requirements and specifications set forth in this Agreement, including **Rider 1** (Description of Services), and (c) will contain no harmful surreptitious code, including code designed to modify, delete, damage, deactivate, disable, harm or otherwise impede in any manner the operation of the Services or any other associated software, firmware, hardware, computer system or network (a Trojan horse, worm, backdoor, etc. ("**Viruses**")).

12.2.5 neither the execution and delivery of this Agreement by Preferred Supplier nor Preferred Supplier's performance hereunder will (a) result in the violation of any provision [i] if a corporation, of Preferred Supplier' articles of incorporation or by laws, [ii] if a limited liability company, of its articles of

organization or regulations, or [iii] if a partnership, of any partnership agreement by which Preferred Supplier is bound; (b) result in the violation of any provision of any agreement by which Preferred Supplier is bound; or (c) to the best of Preferred Supplier' knowledge and belief, conflict with any order or decree of any court or other body or authority having jurisdiction.

12.2.6 (a) if it is a corporation, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Preferred Supplier has been duly authorized to act for and bind Preferred Supplier; or (b) if it is a partnership, limited partnership, limited liability partnership, or limited liability company then it has all necessary power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder, and the individual executing this Agreement on behalf of Preferred Supplier has been duly authorized to act for and bind Preferred Supplier.

12.2.7 neither Preferred Supplier nor any firm, corporation or institution represented by Preferred Supplier, or anyone acting for the firm, corporation or institution, (i) has violated the antitrust laws of the State of Texas, Chapter 15, Texas Business and Commerce Code, or federal antitrust laws, or (ii) has communicated directly or indirectly the content of Preferred Supplier's response to UT Party's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

12.2.8 the electronic and information resources and all associated information, documentation, and support that it provides under this Agreement (collectively, the "**EIRs**") comply with the applicable requirements set forth in Title 1, Chapter 213, Texas Administrative Code, and Title 1, Chapter 206, Rule §206.70, Texas Administrative Code (as authorized by Chapter 2054, Subchapter M, Government Code) (the "**EIR Accessibility Warranty**"). To the extent Preferred Supplier becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Preferred Supplier represents and warrants that it will, at no cost to UT Party, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Preferred Supplier fails or is unable to do so, then UT System may terminate this Agreement and Preferred Supplier will refund to UT Party all amounts paid under this Agreement within thirty (30) days after the termination date. Preferred Supplier will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by UT Party or UT Party's third-party testing resources as required by Title 1, Rule §213.38(g) of the Texas Administrative Code.

12.2.9 it has the knowledge, ability, skills, and resources to perform its obligations hereunder.

### **SECTION 13 – State Auditor's Office:**

Preferred Supplier understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "**Auditor**"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), Education Code. Preferred Supplier agrees to cooperate with the Auditor in the

conduct of the audit or investigation, including without limitation providing all records requested. Preferred Supplier will include this provision in all contracts with permitted subcontractors.

#### **SECTION 14 – Governing Law:**

Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties thereto and all of the terms and conditions thereof will be construed, interpreted and applied in accordance with and governed by and enforced under the internal laws of the State of Texas.

#### **SECTION 15 – Breach of Contract Claims:**

**15.1** To the extent that Chapter 2260, Texas Government Code, as it may be amended from time to time ("**Chapter 2260**"), is applicable to this Agreement and is not preempted by other Applicable Law, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by UT Party and Preferred Supplier to attempt to resolve any claim for breach of contract made by Preferred Supplier:

**15.1.1** Preferred Supplier's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Preferred Supplier will submit written notice, as required by subchapter B of Chapter 2260, to UT Party in accordance with the notice provisions in this Agreement. Preferred Supplier's notice will specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that UT Party allegedly breached, the amount of damages Preferred Supplier seeks, and the method used to calculate the damages. Compliance by Preferred Supplier with subchapter B of Chapter 2260 is a required prerequisite to Preferred Supplier's filing of a contested case proceeding under subchapter C of Chapter 2260. The UT Party's chief business officer, or another officer of UT Party as may be designated from time to time by UT Party by written notice thereof to Preferred Supplier in accordance with the notice provisions in this Agreement, will examine Preferred Supplier's claim and any counterclaim and negotiate with Preferred Supplier in an effort to resolve the claims.

**15.1.2** If the parties are unable to resolve their disputes under Section 4.11.1.1, the contested case process provided in subchapter C of Chapter 2260 is Preferred Supplier's sole and exclusive process for seeking a remedy for any and all of Preferred Supplier's claims for breach of this Agreement by UT Party.

**15.1.3** Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by UT Party nor any other conduct, action or inaction of any representative of UT Party relating to this Agreement constitutes or is intended to constitute a waiver of UT Party's or the state's sovereign immunity to suit and (ii) UT Party has not waived its right to seek redress in the courts.

**15.2** The submission, processing and resolution of Preferred Supplier's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, thereafter enacted or subsequently amended.

**15.3** UT Party and Preferred Supplier agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

**SECTION 16 – Compliance with Law:**

Preferred Supplier will perform hereunder in compliance with all Applicable Law. Preferred Supplier represents and warrants that neither Preferred Supplier nor any firm, corporation or institution represented by Preferred Supplier, nor anyone acting for such firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, *Texas Business and Commerce Code*, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Preferred Supplier's response to UT System's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process.

**SECTION 17 – UT System's Right to Audit:**

At any time during the term of this Agreement and for a period of four (4) years thereafter UT System or a duly authorized audit representative of UT System, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Preferred Supplier's records and books directly related to charges paid for all products and services provided under this Agreement. The right will not extend to any fixed fee component of the charges or to any services performed more than one year prior to the date of request for review. In the event such an audit by UT System reveals any errors or overpayments by UT System which error or overpayment is confirmed by Preferred Supplier, Preferred Supplier will refund UT System the full amount of such overpayments within thirty (30) days of such audit findings, or UT System, at its option, reserves the right to deduct such amounts owing to UT System from any payments due Preferred Supplier

**SECTION 18 – Access to Documents:**

To the extent applicable to this Agreement, in accordance with Section 1861(v)(l)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Preferred Supplier agrees to allow, during and for a period of not less than four (4) years after this Agreement term, access to this Agreement and its books, documents, and records; and contracts between Preferred Supplier and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

**SECTION 19 – Insurance:**

**19.1** Preferred Supplier, consistent with its status as an independent contractor, will carry and will cause its subcontractors to carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A-:VII or better, and in amounts not less than the following minimum limits of coverage:

**19.1.1** Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which services are to be performed for Institutional Participant.

**19.1.2 Commercial General Liability Insurance with limits of not less than:**

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 300,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

The required Commercial General Liability policy will be issued on a form that insures Preferred Supplier's and subcontractor's liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

**19.1.3 Business Auto Liability Insurance** covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for Bodily Injury and Property Damage. Contractors transporting hazardous materials must provide the MCS-90 endorsement and CA9948 Broadened Pollution Liability endorsement on the Business Auto Liability policy. Policy limits must be in line with Federal requirements.

**19.1.4 Umbrella/Excess Liability Insurance** with limits of not less than \$2,000,000 per occurrence and aggregate with a deductible of no more than \$10,000, and will be excess over and at least as broad as the underlying coverage as required under **Sections 19.1.1 Employer's Liability; 19.1.2 Commercial General Liability; and 19.1.3 Business Auto Liability**. Inception and expiration dates will be the same as the underlying policies. Drop-down coverage will be provided for reduction or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured.

**19.1.5 Directors' and Officers' Liability Insurance** with limits of not less than \$1,000,000 per claim. The coverage will be continuous for the duration of this Agreement and for not less than twenty-four (24) months following the expiration or termination of this Agreement.

**19.2 Preferred Supplier will deliver to each Institutional Participant:**

**19.2.1 Evidence of insurance** on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance by Preferred Supplier under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

**19.2.2 All insurance policies** (with the exception of workers' compensation, employer's liability and professional liability) will be endorsed and name The Board of Regents of The University of Texas System and Institutional Participant as Additional Insureds for liability caused in whole or in part by Preferred Supplier's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Preferred Supplier. The Commercial General Liability Additional Insured endorsement including on-going and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

**19.2.3 Preferred Supplier hereby waives all rights of subrogation** against The Board of Regents of The University of Texas System and Institutional Participant. **All insurance policies** will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The University of Texas System, and Institutional Participant. No policy will be canceled until after thirty (30) days' unconditional written notice to Institutional Participant. **All insurance policies** will be endorsed to require the insurance carrier providing

coverage to send notice to Institutional Participant thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this **Section 19**.

**19.2.4** Preferred Supplier will pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by Institutional Participant prior to the performance by Preferred Supplier under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

**19.2.5** Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the Institutional Participant contact identified in the Institutional Participation Agreement.

**19.3** Preferred Supplier's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by Institutional Participant or The University of Texas System. Preferred Supplier's or subcontractor's insurance will be kept in force until all obligations under this Agreement have been fully performed and accepted by Institutional Participant in writing, except as provided in this **Section 19.3**.

**19.3.1** Directors and Officers Liability insurance coverage written on a claims-made basis requires Preferred Supplier to purchase an Extended Reporting Period Endorsement, effective for 24 months after the expiration or cancellation of this policy.

#### **19.4 Cyber Liability Insurance**

Preferred Supplier will maintain Cyber Liability insurance with limits of not less than \$TBD million for each wrongful act, that provides coverage for:

- Liability for security or privacy breaches, including loss or unauthorized access to University Records, whether by Preferred Supplier or any of subcontractor or cloud service provider used by Preferred Supplier;
- Costs associated with a privacy breach, including notification of affected individuals, customer support, crises management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals;
- Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties;
- Costs of restoring, updating or replacing data;
- Liability losses connected to network security, privacy, and media liability;
- "Insured versus insured" exclusion prohibited.

Certificates of Insurance and Additional Insured Endorsements reflecting applicable limits, sub-limits, self-insured retentions and deductibles will be provided to UT System upon request. Preferred Supplier will be responsible for any and all deductibles, self-insured retentions or waiting period requirements. If the Cyber Liability policy is written on a claims-made basis, the retroactive date should be prior to the commencement of this Agreement. If the Cyber Liability policy is written on a claims-made basis and non-renewed at any time during and up until expiration or termination of this Agreement, Preferred Supplier will purchase an Extended Reporting Period for at least a two year period. UT Parties and The Board of Regents of UT System will be named as an additional insureds and UT Parties will be provided with a waiver of subrogation, both by endorsement to the required Cyber Liability policy.

**SECTION 20 – Indemnification:**

**20.1** TO THE FULLEST EXTENT PERMITTED BY LAW, PREFERRED SUPPLIER WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UT PARTY, AND HOLD HARMLESS UT PARTY AND ITS AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY “**INDEMNITEES**”) FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS’ FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY “**CLAIMS**”) BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM PREFERRED SUPPLIER’S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT, AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF PREFERRED SUPPLIER, ANYONE DIRECTLY EMPLOYED BY PREFERRED SUPPLIER OR ANYONE FOR WHOSE ACTS PREFERRED SUPPLIER MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

**20.2** IN ADDITION, PREFERRED SUPPLIER WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UT PARTY, AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY INTEREST ARISING BY OR OUT OF THE PERFORMANCE OF SERVICES OR THE PROVISION OF GOODS BY PREFERRED SUPPLIER, OR THE USE BY INDEMNITEES, AT THE DIRECTION OF PREFERRED SUPPLIER, OF ANY ARTICLE OR MATERIAL; PROVIDED, THAT, UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR INFRINGEMENT, UT PARTIES WILL PROMPTLY NOTIFY PREFERRED SUPPLIER AND PREFERRED SUPPLIER WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UT PARTIES AGREE TO REASONABLY COOPERATE WITH PREFERRED SUPPLIER. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

**SECTION 21 – Ethics Matters; No Financial Interest:**

Preferred Supplier and its employees, agents, representatives and subcontractors have read and understand UT System’s Conflicts of Interest Policy available at <http://www.utsystem.edu/policy/policies/int160.html>, UT System’s Standards of Conduct Guide available at <http://www.utsystem.edu/systemcompliance/>, and applicable state ethics laws and rules available at [www.utsystem.edu/ogc/ethics](http://www.utsystem.edu/ogc/ethics). Neither Preferred Supplier nor its employees, agents, representatives or subcontractors will assist or cause UT Party’s employees to violate UT System’s Conflicts of Interest Policy, provisions described by UT System’s Standards of Conduct Guide, or applicable state ethics laws or rules. Preferred Supplier represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

**SECTION 22 – Assignment of Overcharge Claims:**

Preferred Supplier hereby assigns to UT Party any and all claims for overcharges associated with this Agreement arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq., or arising under the antitrust laws of the State of Texas, Business and Commerce Code, Sec. 15.01, et seq.

**SECTION 23 – Assignment and Subcontracting:**

Except as specifically provided in any Historically Underutilized Business Subcontracting Plan (“**HSP**”) attached as **Rider 8** and incorporated for all purposes, neither Preferred Supplier's interest in this Agreement, its duties and obligations under this Agreement nor fees due to Preferred Supplier under this Agreement may be subcontracted, assigned, delegated or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (1) not be binding on UT Party; and (2) be a breach of this Agreement for which Preferred Supplier will be subject to any remedial actions provided by Texas law, including Chapter 2161, Texas Government Code, and 34 Texas Administrative Code (“**TAC**”) Section 20.14. UT Party may report nonperformance under this Agreement to the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, “**TPSS**”) in accordance with 34 TAC Chapter 20, Subchapter F, Vendor Performance and Debarment Program. The benefits and burdens of this Agreement are, however, assignable by UT Party.

#### **SECTION 24 – Historically Underutilized Business Subcontracting Plan:**

**24.1** If an HSP is attached to this Agreement, Preferred Supplier agrees to use good faith efforts to subcontract the scope of work in accordance with the HSP. Preferred Supplier agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to UT Party in the format required by the TPSS. Submission of compliance reports will be required as a condition for payment under this Agreement. If UT Party determines that Preferred Supplier has failed to subcontract as set out in the HSP, UT Party will notify Preferred Supplier of any deficiencies and give Preferred Supplier an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Preferred Supplier. If UT Party determines that Preferred Supplier failed to implement the HSP in good faith, UT Party, in addition to any other remedies, may report nonperformance to the TPSS in accordance with 34 TAC Chapter 20, Subchapter F, Vendor Performance and Debarment Program. UT Party may also revoke this Agreement for breach and make a claim against the Preferred Supplier.

**24.2** If at any time during the term of this Agreement, Preferred Supplier desires to change the HSP, before the proposed changes become effective (1) Preferred Supplier must comply with 34 TAC Section 20.14; (2) the changes must be reviewed and approved by UT Party; and (3) if UT Party approves changes to the HSP, this Agreement must be amended in accordance with Section 2.5.3 to replace the HSP with the revised subcontracting plan.

**24.3** If UT Party expands the scope of this Agreement through a change order or any other amendment, UT Party will determine if the additional scope of work contains probable subcontracting opportunities not identified in the initial solicitation for the scope of work. If UT Party determines additional probable subcontracting opportunities exist, Preferred Supplier will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (1) this Agreement may be amended to include the additional scope of work; or (2) Preferred Supplier may perform the additional scope of work. If Preferred Supplier subcontracts any of the additional subcontracting opportunities identified by UT Party without prior authorization and without complying with 34 TAC Section 20.14, Preferred Supplier will be deemed to be in breach of this Agreement under Section 4.19 and will be subject to any remedial actions provided by Texas law including Chapter 2161, Texas Government Code, and 34 TAC Section 20.14. UT Party may report nonperformance under this Agreement to the TPSS in accordance with 34 TAC Chapter 20, Subchapter F, Vendor Performance and Debarment Program.

**SECTION 25 – Payment and Invoicing:**

Institutional Participant agrees to pay fees due under this Agreement in accordance with the Texas Prompt Payment Act (“**Act**”), Chapter 2251, *Texas Government Code*. Pursuant to the Act, payment will be deemed late on the 31<sup>st</sup> day after the later of: 1) the date the performance is completed, or 2) the date Institutional Participant receives an invoice for the related goods or services. Institutional Participant will be responsible for interest on overdue payments equal to the sum of: 1) one percent, plus 2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year (Institutional Participant’s fiscal year begins September 1) that does not fall on a Saturday or Sunday. Institutional Participant will have the right to verify the details set forth in Preferred Supplier’s invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Preferred Supplier at mutually convenient times; (b) examining any reports with respect to the related goods or services; and (c) other reasonable action.

Section 51.012, *Texas Education Code*, authorizes UT Party to make any payment through electronic funds transfer methods. Preferred Supplier agrees to receive payments from UT Party through electronic funds transfer methods, including the automated clearing house system (also known as ACH). Prior to the first payment under this Agreement, UT Party will confirm Preferred Supplier’s banking information. Any changes to Preferred Supplier’s banking information will be communicated by Preferred Supplier to UT Party in writing at least thirty (30) days in advance of the effective date of the change.

**SECTION 26 – Limitations:**

The parties to this Agreement are aware that there are constitutional and statutory limitations on the authority of UT Party (a state agency) to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “**Limitations**”), and terms and conditions related to the Limitations will not be binding on UT Party except to the extent authorized by the laws and Constitution of the State of Texas.

**SECTION 27 – Affirmative Action:**

Preferred Supplier agrees that either a written copy of Preferred Supplier’s Civil Rights "Affirmative Action Compliance Program" or, if Preferred Supplier is not required to have such a written program, the reason Preferred Supplier is not subject to such requirement, is attached to this Agreement as **Rider 9** and incorporated for all purposes.

**SECTION 28 – OSHA Compliance:**

Preferred Supplier represents and warrants that all products and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-598) and its regulations in effect or proposed as of the date of this Agreement.

**SECTION 29 - Certifications of Nonsegregated Facilities and Equal Employment Opportunities Compliance:**

Preferred Supplier certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Preferred Supplier agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Agreement. The term "**segregated facilities**" means any waiting rooms, work area, rest rooms and wash rooms, entertainment areas, transportation, or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Preferred Supplier further agrees that, except where it has contracts prior to the award with subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, Preferred Supplier will retain such certifications for each one of its subcontractors in Preferred Supplier's files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Preferred Supplier understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

**SECTION 30 – Premises Rules:**

If this Agreement requires Preferred Supplier's presence on UT Party's premises or in UT Party's facilities, Preferred Supplier agrees to cause its representatives, agents, employees and permitted subcontractors (if any) to become aware of, fully informed about, and in full compliance with all applicable UT Party rules and policies, including, without limitation, those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions; consideration for students, patients and their families as well as employees; parking; and security.

**SECTION 31 – Debarment:**

Preferred Supplier confirms that neither Preferred Supplier nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs issued by the U.S. General Services Administration. "**Principals**" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Preferred Supplier will provide immediate written notification to UT Party if, at any time prior to award, Preferred Supplier learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when UT Party executes this Agreement. If it is later determined that Preferred

Supplier knowingly rendered an erroneous certification, in addition to the other remedies available to UT Party, UT Party may terminate this Agreement for default by Preferred Supplier.

### **SECTION 32 – Office of Inspector General Certification:**

Preferred Supplier acknowledges that UT Party is prohibited by federal regulations from allowing any employee, subcontractor, or agent of Preferred Supplier to work on site at UT Party premises or facilities if that individual is not eligible to work on federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Preferred Supplier will not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General ("**OIG**") to work on site at UT Party premises or facilities. Preferred Supplier will perform an OIG sanctions check quarterly on each of its employees, subcontractors and agents during the time such employees, subcontractors and agents are assigned to work on site at UT Party premises or facilities. Preferred Supplier acknowledges that UT Party will require immediate removal of any employee, subcontractor or agent of Preferred Supplier assigned to work at UT Party premises or facilities if such employee, subcontractor or agent is found to be on the OIG's List of Excluded Individuals. The OIG's List of Excluded Individuals may be accessed through the following Internet website: <http://www.dhhs.gov/progorg/oig/cumsan/index.htm>.

### **SECTION 33 – Termination:**

**33.1** In the event of a material failure by either party to perform in accordance with the terms of this Agreement ("**default**"), the other, non-defaulting party may terminate this Agreement upon thirty (30) days' written notice of termination setting forth the nature of the material failure. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period. No such termination will relieve the defaulting party from liability for the underlying default or breach of this Agreement or any other act or omission.

**33.2** UT System may terminate this Agreement, without cause, upon written notice to Preferred Supplier; provided, however, this Agreement will not terminate until the later of (1) 90 days after receipt of notice of termination, or (2) the date that performance is complete under all purchase orders issued by Institutional Participant to Preferred Supplier prior to receipt of notice of termination. Institutional Participant may not issue any purchase orders after receipt of notice of termination. Termination of this Agreement will not relieve any party from liability for its default under or breach of this Agreement or any other act or omission of that party. In the event that this Agreement is terminated, then within thirty (30) days after termination, Preferred Supplier will reimburse UT Party for all fees paid by UT Party to Preferred Supplier that were (a) not earned by Preferred Supplier prior to termination, or (b) for goods or services that UT Party did not receive from Preferred Supplier prior to termination.

**33.3** UT System or Institutional Participant may terminate an IPA, without cause, upon written notice to Preferred Supplier; provided, however, the IPA will not terminate until the later of (1) thirty (30) days after receipt of notice of termination, or (2) the date that performance is complete under all purchase orders issued by Institutional Participant to Preferred Supplier prior to receipt of notice of termination. Institutional Participant may not issue any purchase orders after receipt of notice of termination. Termination of an IPA will not relieve any party from liability for its default under or breach of the IPA or any other act or omission of that party. In the event that an IPA is terminated, then within thirty (30) days after termination, Preferred Supplier will reimburse Institutional Participant for all fees paid by Institutional Participant to Preferred Supplier that were (a) not earned by Preferred Supplier prior to termination, or (b) for goods or services that Institutional Participant did not receive from Preferred Supplier prior to termination.

**33.4** If Preferred Supplier undergoes a Change of Control, UT System may, in its sole discretion, terminate this Agreement upon written notice to Preferred Supplier, effective immediately or, at UT System's option, upon conclusion of a reasonable transition period. For purposes of this Section, "**Change of Control**" means the sale of all or substantially all the assets of Preferred Supplier; any merger, consolidation or acquisition of Preferred Supplier with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of Preferred Supplier in one or more related transactions. Upon any such termination of this Agreement, no UT Party will have any further liability or obligation to Preferred Supplier, or to any successor, employee, agent or representative of Preferred Supplier, except to pay for services actually rendered to the effective date of termination. If UT System provides any such notice of termination, Preferred Supplier and UT System will work together diligently to bring to a logical and orderly conclusion the business arrangements that are the subject of this Agreement.

#### **SECTION 34 – Authority:**

The individuals executing this Agreement on behalf of each party have been duly authorized to act for and bind the party they represent.

#### **SECTION 35 – Survival of Provisions:**

Expiration or termination of this Agreement will not relieve either party of any obligations under this Agreement that by their nature survive such expiration or termination.

#### **SECTION 36 – Confidentiality; Press Releases; Public Information:**

**36.1 Confidentiality and Safeguarding of UT Party Records.** Under this Agreement, Preferred Supplier may (1) create, (2) receive from or on behalf of UT Party, or (3) have access to, UT Party's records or record systems (collectively, "**UT Party Records**"). Among other things, UT Party Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances. Preferred Supplier represents, warrants, and agrees that it will: (1) hold UT Party Records in strict confidence and will not use or disclose UT Party Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by UT Party in writing; (2) safeguard UT Party Records according to reasonable administrative, physical and technical standards commonly in effect within Preferred Supplier's industry and that are no less rigorous than the standards by which Preferred Supplier protects its own confidential information; (3) continually monitor its operations in accordance with reasonable standards commonly in effect within Preferred Supplier's industry and take any action necessary to ensure that UT Party Records are safeguarded and that the confidentiality of UT Party Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, and the terms of this Agreement; and (4) comply with UT Party's rules, policies, and procedures regarding access to and use of UT Party's computer systems. At the request of UT Party, Preferred Supplier will provide UT Party with a written summary of the procedures Preferred Supplier uses to safeguard and maintain the confidentiality of UT Party Records.

**36.2 Notice of Impermissible Use.** If an impermissible use or disclosure of any UT Party Records occurs, Preferred Supplier will provide written notice to UT Party within one (1) business day after Preferred Supplier's discovery of that use or disclosure. Preferred Supplier will promptly provide UT Party with all information requested by UT Party regarding the impermissible use or disclosure.

**36.3 Return of UT Party Records.** Preferred Supplier agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all UT Party Records created or received

from or on behalf of UT Party will be (1) returned to UT Party, with no copies retained by Preferred Supplier; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any UT Party Records, Preferred Supplier will provide UT Party with written notice of Preferred Supplier's intent to destroy UT Party Records. Within five (5) days after destruction, Preferred Supplier will confirm to UT Party in writing the destruction of UT Party Records.

**36.3 Disclosure.** If Preferred Supplier discloses any UT Party Records to a subcontractor or agent, Preferred Supplier will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Preferred Supplier by this **Section 36**.

**36.4 Press Releases.** Preferred Supplier will not make any press releases, public statements, or advertisement referring to this Agreement, or release any information relative to this Agreement for publication, advertisement or any other purpose, without the prior written approval of UT Party.

**36.5 Public Information.** UT Party strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act* ("TPIA"), Chapter 552, *Texas Government Code*. In accordance with Section 552.002 of TPIA and Section 2252.907, *Texas Government Code*, and at no additional charge to UT Party, Preferred Supplier will make any information created or exchanged with UT Party pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by UT Party that is accessible by the public.

**36.6 Termination.** In addition to any other termination rights set forth in this Agreement, and any other rights at law or equity, if UT Party reasonably determines that Preferred Supplier has breached any of the restrictions or obligations set forth in this Section, UT Party may immediately terminate this Agreement without notice or opportunity to cure.

**36.7 Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

### **SECTION 37 – FERPA Compliance:**

**37.1** The Parties agree that UT Party Records, as referenced in **Section 36**, that Preferred Supplier may (1) create, (2) receive from or on behalf of UT Party, or (3) have access to, may include records that (a) are subject to the Federal Education Rights and Privacy Act ("**FERPA**") or (b) contain personally identifiable information from "Education Records" as defined by and subject to FERPA (collectively, "**FERPA Records**"). FERPA Records include all such data in any form whatsoever, including electronic, written and machine readable form. If any specific use of Preferred Supplier's CAC Solution under this Agreement will involve Preferred Supplier's access to FERPA Records or personally identifiable information of any kind, Preferred Supplier and UT Party will document such access in writing.

**37.2** With respect to all UT Party Records that also constitute FERPA Records, Preferred Supplier is designated as a UT Party Official with a legitimate educational interest in and with respect to such FERPA Records, only to the extent to which Preferred Supplier is required to create, receive or maintain FERPA Records to carry out this Agreement.

**37.3** In addition to all of the other obligations imposed upon Preferred Supplier with regard to UT Party Records pursuant to this Agreement, Preferred Supplier understands and agrees to abide by the following terms and conditions as to all FERPA Records, without reservation. To the extent that this **Section 37** conflicts with any other terms of this Agreement, this **Section 37** will prevail.

**37.3.1 Prohibition on Unauthorized Use or Disclosure of FERPA Records:** Preferred Supplier will hold FERPA Records in strict confidence. Preferred Supplier will not use or disclose FERPA Records received from or on behalf of UT System, except as permitted or required by this Agreement.

**37.3.2 Maintenance of the Security of FERPA Records:** Preferred Supplier will use administrative, technical and physical security measures, including secure encryption in the case of electronically maintained or transmitted FERPA Records, approved by UT Party that are at least as stringent as the requirements of UT System's Information and Resource Use & Security Policy, UTS165 (ref. <http://www.utsystem.edu/bor/procedures/policy/policies/uts165.html>), to preserve the confidentiality and security of all FERPA Records received from, or on behalf of UT Party, its students or any third party pursuant to this Agreement.

**37.3.3 Reporting of Unauthorized Disclosures or Misuse of FERPA Records and Information:** Preferred Supplier, within one (1) day after discovery, will report to UT System any use or disclosure of FERPA Records not authorized by this Agreement. Preferred Supplier's report will identify: (i) the nature of the unauthorized use or disclosure, (ii) the FERPA Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Preferred Supplier has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Preferred Supplier has taken or will take to prevent future similar unauthorized use or disclosure. Preferred Supplier will provide such other information, including written reports, as reasonably requested by UT System. For purposes of this **Section 37.3.3**, an unauthorized disclosure or use includes any access or use of an "Education Record" (as defined by FERPA) by an Preferred Supplier employee or agent that the employee or agent does not require to perform services or access by any employee or agent that does not involve the provision of services.

**37.3.4 Right to Audit:** If UT Party has a reasonable basis to believe that Preferred Supplier is not in compliance with the terms of this **Section 37**, UT System may audit Preferred Supplier's compliance with FERPA as such compliance relates to FERPA Records maintained by Preferred Supplier.

**37.3.5 Five-Year Exclusion for Improper Disclosure of Education Records.** Under the federal regulations implementing FERPA, improper disclosure or redisclosure of personally identifiable information from "Education Records" (as defined by FERPA) by Preferred Supplier or its employees or agents may result in Preferred Supplier's complete exclusion from eligibility to contract with UT Party for at least five (5) years.

**37.3.6 Secure Destruction of FERPA Records.** Preferred Supplier agrees that no later than 30 days after expiration or termination of this Agreement for any reason, or within thirty (30) days after UT System's written request, Preferred Supplier will halt all access, use, creation, or processing of FERPA Records and will Securely Destroy all FERPA Records, including any copies created by Preferred Supplier or any subcontractor; and Preferred Supplier will certify in writing to UT System that all FERPA records have been Securely Destroyed. "**Securely Destroy**" means shredding, erasing or otherwise modifying a record so as to make it unreadable or indecipherable.

**37.3.7 Disclosure.** Preferred Supplier will restrict disclosure of FERPA Records solely to those employees, subcontractors or agents of Preferred Supplier that have a need to access the FERPA Records in order for Preferred Supplier to perform its obligations under this Agreement. If Preferred Supplier discloses any FERPA Records to a contractor or agent, Preferred Supplier will require the subcontractor or agent to comply with restrictions and obligations that align with the restrictions and obligations imposed on Preferred Supplier by this Agreement, including requiring each subcontractor or agent to agree to the same restrictions and obligations in writing.

**37.3.8 Termination.** Preferred Supplier's duties under this **Section 37** will survive expiration or termination of this Agreement as to any FERPA Records that have not been Securely Destroyed by Preferred Supplier as required by **Section 37.3.6**.

**37.3.9 Breach.** In the event of a breach, threatened breach or intended breach of this **Section 37** by Preferred Supplier, UT Party (in addition to any other rights and remedies available to UT Party at law or in equity) will be entitled to preliminary and final injunctions, enjoining and restraining such breach, threatened breach or intended breach.

### **SECTION 38 – Tax Exemption**

UT Party may be an agency of the State of Texas or other non-profit entity and may be exempt from certain state taxes under various exemption statutes, including Texas Sales & Use Tax in accordance with Section 151.309, *Tax Code*, and Title 34 *Texas Administrative Code* (“**TAC**”) Section 3.322. Notwithstanding its exemption from certain state taxes, UT Party will be responsible for any taxes (except corporate income taxes, franchise taxes, and taxes on Preferred Supplier's personnel, including personal income tax and social security taxes) from which UT Party is not exempt. Preferred Supplier will provide reasonable cooperation and assistance to UT Party in obtaining any tax exemptions to which UT Party is entitled.

UT System institutions are exempt from Texas Sales & Use Tax on goods and services in accordance with Section 151.309, *Tax Code*, and Title 34 *TAC* Section 3.322. Pursuant to 34 *TAC* Section 3.322(c)(4), UT System institutions are not required to provide a tax exemption certificate to establish their tax exempt status.

### **SECTION 39 – Undocumented Workers:**

The *Immigration and Nationality Act* (8 *United States Code* 1324a) (“**Immigration Act**”) makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form (“**I-9 Form**”) as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Preferred Supplier is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Preferred Supplier employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, UT Party may terminate this Agreement in accordance with Section 4.31. Preferred Supplier represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

### **SECTION 40 – Non-Exclusivity; No Required Quantities or Minimum Amounts:**

Preferred Supplier understands that this Agreement is non-exclusive and does not obligate UT Party to purchase from Preferred Supplier any or all of its requirements for services that are the same as or similar to the Services provided hereunder. This Agreement does not establish any minimum quantity or minimum dollar amount of goods or services that UT Party must purchase from Preferred Supplier during the term of this Agreement.

**SECTION 41 – Background Checks:**

Preferred Supplier will not knowingly assign any individual to provide services on a UT Party's campus if the individual has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses. If requested by any UT Party to comply with its policy, Preferred Supplier will perform appropriate criminal background checks on each individual who will provide such services on the UT Party's campus.

**SECTION 42 – Business Associate Agreements:**

Preferred Supplier acknowledges that Institutional Participants may be subject to the Health Insurance Portability and Accountability Act of 1996, Public 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health, Title XII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) ("HITECH Act"). UT System and the respective Institutional Participants are separate entities for purposes of HIPAA. Preferred Supplier, by executing this Agreement, is deemed to have entered into a HIPAA Business Associate Agreement ("BAA") with each Institutional Participant, as applicable, on the terms set forth in **Rider 11** (UT System-Wide Standard BAA Terms and Conditions). ***[Note: this provision represents UT System's present intention to implement a standard form in time to support this approach.]***

**SECTION 43 – Entire Agreement; Modifications:**

This Agreement supersedes all prior agreements, written or oral, between Preferred Supplier and UT System and will constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by UT System and Preferred Supplier.

**SECTION 44 – Captions:**

The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

**SECTION 45 – Waivers:**

No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

**SECTION 46 – Binding Effect:**

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

**SECTION 47 – Limitations of Liability:**

Except for UT Party's obligation (if any) to pay Preferred Supplier certain fees and expenses, UT Party will have no liability to Preferred Supplier or to anyone claiming through or under Preferred Supplier by reason of the execution or performance of this Agreement. Notwithstanding any duty or obligation of UT Party to Preferred Supplier or to anyone claiming through or under Preferred Supplier, no present or future affiliated enterprise, subcontractor, agent, officer, director, employee, representative, attorney or

regent of UT Party, or anyone claiming under UT Party has or will have any personal liability to Preferred Supplier or to anyone claiming through or under Preferred Supplier by reason of the execution or performance of this Agreement.

#### **SECTION 48 – Relationship of the Parties:**

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Preferred Supplier is an independent contractor and is not a state employee, partner, joint venturer, or agent of UT Party. Preferred Supplier will not bind nor attempt to bind UT Party to any agreement or contract. As an independent contractor, Preferred Supplier is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers' compensation insurance.

#### **SECTION 49 – Severability:**

In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

#### **SECTION 50 – External Terms:**

This Agreement completely supplants, replaces, and overrides all other terms and conditions or agreements, written or oral ("**External Terms**"), concerning Preferred Supplier's performance under this Agreement. Such External Terms are null and void and will have no effect under this Agreement, regardless of whether UT Party or any of its employees, contractors, or agents consents or agrees to External Terms. External Terms include any shrinkwrap, clickwrap, browsewrap, web-based terms and conditions of use, and any other terms and conditions displayed in any format that UT Party, or its employees, contractors, or agents are required to accept or agree to before or in the course of accessing or using any goods or services provided solely by Preferred Supplier.

#### **SECTION 51 – Conflicts:**

In the event of a conflict between the terms and conditions of this Agreement and those of an IPA, the terms of this Agreement will control and govern.

#### **SECTION 52 – Attachments:**

The Riders listed below are attached to and fully incorporated into this Agreement as substantive parts of this Agreement:

<b>Rider 1</b>	Description of Services (TBD)
<b>Rider 2</b>	SLA Standards (TBD)
<b>Rider 3</b>	Implementation Tasks and Timing (TBD)
<b>Rider 4</b>	Institutional Participation Agreement (Sample)
<b>Rider 5</b>	Hosting Roles and Responsibilities (Sample)
<b>Rider 6</b>	Modified Version of Preferred Supplier's Standard Ts&Cs (TBD)
<b>Rider 7</b>	Fee Schedule (TBD)
<b>Rider 8</b>	HUB Subcontracting Plan (TBD)
<b>Rider 9</b>	Excerpts from Affirmative Action Compliance Program (TBD)
<b>Rider 10</b>	Supplier Relationship Management (Sample)
<b>Rider 11</b>	UT System-Wide Standard BAA Terms and Conditions (TBD)

Having agreed to the foregoing terms, and with the intention of being legally bound, the parties have executed this Agreement on the dates shown below.

**THE UNIVERSITY OF TEXAS SYSTEM,**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott C. Kelley, Executive Vice  
Chancellor for Business Affairs

**[PREFERRED SUPPLIER]**

Signed: \_\_\_\_\_

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

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

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

## APPENDIX THREE- 4

### SAMPLE INSTITUTIONAL PARTICIPATION AGREEMENT

By entering into this Institutional Participation Agreement (“**Institutional Participation Agreement**”), the undersigned institution (“**Institutional Participant**”) agrees to the terms and conditions set forth in the Preferred Supplier Agreement between The University of Texas System and \_\_\_\_\_, Agreement Number UTSSCA\_\_\_\_\_, dated effective \_\_\_\_\_, 20\_\_ (the “**Preferred Supplier Agreement**” or “**PSA**”). All of the terms and conditions of the PSA are incorporated into this Institutional Participation Agreement for all purposes. Unless otherwise specified in this Institutional Participation Agreement, all defined terms used in this Institutional Participation Agreement have the same meaning as assigned to those terms in the PSA.

By entering into this Institutional Participation Agreement, Institutional Participant is authorized to take full advantage of all of the benefits and provisions set forth in the PSA including, but not limited to, the benefits listed below, which are specified in detail in the PSA:

Benefits from Preferred Supplier Agreement:

To obtain a software solution for management of biospecimens and related data, at discounted prices.

Institutional Participant’s Responsibilities

To the extent authorized by applicable law and relevant rules and regulations of UT System and Institutional Participant, Institutional Participant will use commercially reasonable efforts to perform the following responsibilities:

- Identify Preferred Supplier as the primary supplier of \_\_\_\_\_ services.
- Organize and share benefits of the PSA at one or more “kick-off” events.
- Facilitate and promote at least one (1) Preferred Supplier products show per year, involving the services available for purchase under the PSA.
- Assist in the organization of technical presentations by Preferred Supplier.
- Permit Preferred Supplier, at its sole cost, to create and distribute sales and technical materials involving services available for purchase under the PSA and that may include updates on: pricing, new services information, technical developments, and special promotions. All such communications will be subject to prior approval by Institutional Participant.
- Periodically provide information to Preferred Supplier on current and projected opportunities for supply of Preferred Supplier’s services under the PSA.
- On an ongoing basis, make Institutional Participant’s end-users aware of the business relationship with Preferred Supplier and value-generation opportunities.
- Conduct quarterly business reviews to review reports and commitments.
- Facilitate resolution of customer/supplier conflicts.

Institutional Participant's notice address and contact information is:

***[Name of Institutional Participant]***

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

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Attention: \_\_\_\_\_

Institutional Participant designates the following contacts who will be responsible for facilitating this Institutional Participation Agreement:

**INSTITUTIONAL PARTICIPANT: Primary Contact:**

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

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**INSTITUTIONAL PARTICIPANT: HUB Contact:**

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

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Preferred Supplier designates the following contact who will be responsible for facilitating this Institutional Participation Agreement:

**PREFERRED SUPPLIER Primary Contact:**

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

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Insurance Paperwork.** The insurance provisions of this Agreement require certain certificates and endorsements to be mailed, faxed, or emailed to Institutional Participant. Contact information for the Institutional Participant's representative authorized to receive such certificates and endorsements is as follows:

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

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

Address: \_\_\_\_\_

Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Institutional Participant agrees to the terms of this Institutional Participation Agreement:**

***[Name of Institutional Participant]***

By: \_\_\_\_\_  
Printed Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Date: \_\_\_\_\_

**Upon activation of this Institutional Participation Agreement, Institutional Participant's Primary Contact will receive notification of activation via email. Please return signed completed form to the UT System Supply Chain Alliance Strategic Services Group at [utsscainfo@mdanderson.org](mailto:utsscainfo@mdanderson.org).**

## APPENDIX THREE - 5

### **HOSTING ROLES & RESPONSIBILITIES**

*[Note: the Alliance should upload into the SciQuest tool the modified PDF version I've attached to my cover email.]*

## APPENDIX THREE - 10

### SUPPLIER RELATIONSHIP MANAGEMENT

*[Note: this is a Sample for Discussion]*

#### 1.0 Supplier Relationship Management (“SRM”) Program Requirements

Quality Business Reviews (“QBRs”) of Preferred Supplier’s performance under this Agreement will be conducted by the UT System Contract Administrator on behalf of UT System beginning four (4) times annually with each QBR scheduled within sixty (60) days after the close of the calendar year quarter (March, June, September, December). Institutional Participants may elect to establish a local level SRM program by a separate mutual agreement with Preferred Supplier.

#### 2.0 Quarterly Business Reviews

QBRs will consist of two major components:

Key Performance Indicators: Preferred Supplier’s performance will be determined as measured against the Service Level for each Performance Measure set forth in **Table 1** below.

Business Relationship Indicators: The Business Relationship Indicators (defined and set forth in **Table 2** below) are designed to confirm that the objectives and goals of the relationship between Preferred Supplier and the Alliance remain aligned and moving in a mutually beneficial direction.

**Table 1: Key Performance Indicators**

Performance Measure	Service Level	Variance from Service Level	Maximum Score (TBD)	Definition and Measurement
System Availability	TBD	TBD	TBD	The ratio of time the software is accessible to the total time to be had within the defined Business Hours.
System Malfunctions	TBD	TBD	TBD	A failure of the software to perform in accordance with the Agreement.
Project Manager Responsiveness	TBD	TBD	TBD	TBD
Administrative Fees & Incentive Payments	Not more than 5 days late	Y	TBD	Paid accurately and on time within contract schedules

		N		
Alliance Reports	Not more than 5 days late	Y N	TBD	Submitted within contract schedule each month to the Alliance
Customer Satisfaction	90% of metric	≤ 3% >3%-≤8% >8%-≤15% >15%	TBD	Preferred Supplier will attain customer satisfaction score of 90% or greater. Survey content and distribution to be agreed with Preferred Supplier to ensure appropriate measures recorded.

**Table 2: Business Relationship Indicators**

Performance Measure	Goal	Definition
Campus Outreach	Number and type of communications and events as defined in the Strategic Action Plan	Implement targeted communications and educational programs for end-users and purchasing personnel at each Institutional Participant to: a) foster cooperation and collaboration, b) increase understanding of the value of this Agreement, and c) create greater awareness of savings and savings opportunities.
Value Proposition	TBD	Report on savings, process changes, Improvements, and or innovations that have created increased value for the Institutional Participants

## 2.2 Business Relationship Indicators

Within sixty (60) days after the Effective Date of this Agreement, Preferred Supplier will submit for approval to the UT System Contractor Administrator a written Strategic Action Plan to achieve the goals in **Table 2** above. At a minimum the Strategic Action Plan will define the specific strategies, tasks, responsibilities, reports, and timelines to be executed to achieve each goal.

## 2.3 QBR Meeting Reports and Metrics

Preferred Supplier will prepare and deliver to the UT System Contract Administrator for review at each QBR a report of the Key Performance Indicators and Business Relationship Indicators. The Key Performance Indicator report will be provided both in the aggregate, reflecting the total score for all Institutional Participants, and also will be reported separately for each Institutional Participant.

An advance copy of the Key Performance Indicator Report will be sent to the UT System Contract Administrator no less than five (5) days prior to the scheduled QBR meeting date.

All report requirements may be modified by Institutional Participants within Preferred Supplier's reasonable capabilities to meet local requirements and service levels. Metrics may be revised upon mutual agreement between Preferred Supplier and the UT System Contract Administrator or the applicable Institutional Participant.

### **3.0 Preferred Supplier Evaluation and Rating**

Once each quarter the UT System Contract Administrator will prepare and present to Preferred Supplier a scorecard of Preferred Supplier's performance based on their measured results under each of the KPIs for the preceding quarter. The scorecard will be presented and reviewed by Preferred Supplier and the UT System Contract Administrator during each QBR.

Beginning the second full calendar quarter after the Effective Date, Preferred Supplier must obtain a minimum composite score of \_\_\_ from UT System for each quarter during the remaining term of this Agreement.

### **4.0 Corrective Action Plan**

The UT System Contract Administrator will notify Preferred Supplier during a QBR if Preferred Supplier receives a composite score of less than \_\_\_ during the previous quarter or a score of Zero ("0") for any KPI.

Within fifteen (15) calendar days after receipt of such notice, Preferred Supplier will provide the UT System Contract Administrator with a written corrective action plan ("**CAP**") acceptable to the UT System Contract Administrator to address such unacceptable scores. At a minimum, the CAP will address Preferred Supplier's performance issues resulting in unacceptable score(s) and contain a root cause analysis of the problems causing such performance issue, proposed solutions to those problems, proposed process modifications to prevent recurrence of such problems, a time frame for Preferred Supplier's implementation of the proposed solutions and process modifications, and the person(s) who will be responsible for Preferred Supplier's implementation of the CAP. The CAP will be presented to the UT System Contract Administrator for concurrence prior to implementation. Concurrence with the CAP by the UT System Contract Administrator will not be unreasonably withheld or delayed. Concurrence with the CAP will not constitute a waiver by UT System of any rights regarding remedies.

### **5.0 Corrective Action and Remedies**

If Preferred Supplier's implementation of the CAP does not result in a minimum composite score of \_\_\_ or better, or if two (2) or more KPI's remain with a score of Zero ("0") during each subsequent calendar quarter, UT System may, at its sole discretion:

permit Preferred Supplier to resubmit a further Corrective Action Plan, or exercise other remedies available under this Agreement or applicable law.

## APPENDIX FOUR

### ACCESS BY INDIVIDUALS WITH DISABILITIES

**Access by Individuals with Disabilities.** Preferred Supplier represents and warrants (“**EIR Accessibility Warranty**”) that the electronic and information resources and all associated information, documentation, and support that it provides under this Agreement (collectively, the “**EIRs**”) comply with the applicable requirements set forth in Title 1, Chapter 213, *Texas Administrative Code*, and Title 1, Chapter 206, Rule §206.70, *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M, *Government Code*). To the extent Preferred Supplier becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Preferred Supplier represents and warrants that it will, at no cost to UT Party, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event Preferred Supplier fails or is unable to do so, UT Party may terminate this Agreement, and Preferred Supplier will refund to UT Party all amounts UT Party has paid under this Agreement within thirty (30) days after the termination date.

## APPENDIX FIVE

### **ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS**

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

#### **Basic Specifications**

1. If the EIR will be hosted by Institutional Participant, 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).

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?

Operating System and Version:

Web Server: Is a web server required? If so, what web application is required (Apache or IIS)? What version? Are add-ins required?

Application Server:

Database:

Other Requirements: Are any other hardware or software components required?

Assumptions: List any assumptions made as part of the identification of these environment requirements.

Storage: What are the space/storage requirements of this implementation?

Users: What is the maximum number of users this configuration will support?

Clustering: How does the EIR handle clustering over multiple servers?

Virtual Server Environment: Can the EIR be run in a virtual server environment?

2. 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 Institutional Participant or its representative.

3. 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?

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

5. Manpower Requirements: Who will operate and maintain the EIR? Will additional Institutional Participant 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.

6. 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

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. Institutional Participant will not take final delivery of the EIR if Institutional Participant determines there are serious vulnerabilities within the EIR.

Which party, Proposer or Institutional Participant, will be responsible for maintaining critical EIR application security updates?

If the EIR is hosted, indicate whether Proposer's will permit Institutional Participant to conduct a penetration test on Institutional Participant's instance of the EIR.

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 Institutional Participant have access to implement logging with Institutional Participant'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 Institutional Participant? If so, is the API .Net based? Web Services-based? Other?

5. Will Institutional Participant have access to the EIR source code? If so, will the EIR license permit Institutional Participant to make modifications to the source code? Will Institutional Participant's modifications be protected in future upgrades?

6. 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 Institutional Participant.

### **Accessibility Information**

Proposer must provide the following, as required by Title 1, Rule §213.38(b) of the *Texas Administrative Code*:

1. Accessibility information for the electronic and information resources (“EIR”)<sup>1</sup> products or services proposed by Proposer, where applicable, through one of the following methods:

(A) the URL to completed Voluntary Product Accessibility Templates (“VPATs”)<sup>2</sup> or equivalent reporting templates;

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

(C) the 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.

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<sup>1</sup> Electronic and information resources are defined in Section 2054.451, *Texas Government Code* ([link](#)) and Title 1, Rule §213.1 (6) of the *Texas Administrative Code* ([link](#)).

<sup>2</sup> Voluntary Product Accessibility Templates are defined in Title 1, Rule §213.1 (19) of the *Texas Administrative Code* ([link](#)). For further information, see this [link](#) to a VPAT document provided by the Information Technology Industry Council.

## APPENDIX SIX

### **SECURITY CHARACTERISTICS AND FUNCTIONALITY OF CONTRACTOR'S INFORMATION RESOURCES**

The specifications, representations, warranties and agreements set forth in Proposer's responses to this **APPENDIX SIX** 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.

**"Institutional Participant Records"** means records or record systems that Proposer (1) creates, (2) receives from or on behalf of Institutional Participant, 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 Institutional Participant Records**

1. Describe the security features incorporated into Information Resources 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 Institutional Participant Records, or from which Institutional Participant 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 Institutional Participant Records?
8. Will the Proposer agree to a vulnerability scan by Institutional Participant of the web portal application that would interact with Information Resources, including any systems that would hold or process Institutional Participant Records, or from which Institutional Participant Records may be accessed? If Proposer objects, explain basis for the objection to a vulnerability scan.
9. Describe processes Proposer will use to provide Institutional Participant assurance that the web portal and all systems that would hold or process Institutional Participant Records can provide adequate security of Institutional Participant 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 Institutional Participant Records.
11. Does Proposer encrypt backups of Institutional Participant 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 Institutional Participant Records containing confidential information.

*Complete the following additional question if Information Resources will create, receive, or access Institutional Participant 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 Institutional Participant 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 Institutional Participant Records, or from which Institutional Participant Records may be accessed, to ensure that Institutional Participant Records will not be accessed or used in an unauthorized manner?
2. What safeguards does Proposer have in place to segregate Institutional Participant Records from system data and other customer data and/or as applicable, to separate specific Institutional Participant data, such as HIPAA and FERPA protected data, from Institutional Participant Records that are not subject to such protection, to prevent accidental and unauthorized access to Institutional Participant Records ?
3. What safeguards does Proposer have in place to prevent the unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of Institutional Participant Records?
4. What procedures and safeguards does Proposer have in place for sanitizing and disposing of Institutional Participant Records according to prescribed retention schedules or following the conclusion of a project or termination of a contract to render Institutional Participant Records unrecoverable and prevent accidental and unauthorized access to Institutional Participant Records? Describe the degree to which sanitizing and disposal processes addresses Institutional Participant data that may be contained within backup systems. If Institutional Participant data contained in backup systems is not fully sanitized, describe processes in place that would prevent subsequent restoration of backed-up Institutional Participant data.

### **Data Transmission**

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

3. Do Information Resources secure data transmission between Institutional Participant and Proposer? If yes, describe how Proposer provides that security. If no, what alternative safeguards are used to protect Institutional Participant 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 Institutional Participant Records, or from which Institutional Participant Records may be accessed.

2. What procedures, methodology, and timetables does Proposer have in place to detect information security breaches and notify Institutional Participant 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 Institutional Participant Records are kept and what tools are available to Institutional Participant to access Institutional Participant Records.

2. Describe the safeguards Proposer has in place to ensure that systems (including any systems that would hold or process Institutional Participant Records, or from which Institutional Participant 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.

## UT System Health Biobank (UTSHB) Cloud Security Questionnaire

Control Group	Assessment Questions	Response
<b>Verification</b>		
<b>Independent Audits</b>	How often do you conduct network penetration tests of your cloud service infrastructure?	
	How often do you conduct regular application penetration tests of your cloud infrastructure?	
	How often do you conduct internal audits?	
	Do you conduct external audits regularly as prescribed by industry best practices and guidance?	
	Are the results of the network penetration tests available to tenants at their request?	
	Are the results of internal and external audits available to tenants at their request?	
<b>Third Party Audits</b>	Will you permit UT to conduct vulnerability scans on hosted applications and your network?	
	Do you have external third-party conduct vulnerability scans and periodic penetration tests on your applications and networks?	
<b>Audit Tools Access</b>	How do you restrict, log, and monitor access to your information security management systems? (Ex. Hypervisors, firewalls, vulnerability scanners, network sniffers, APIs, etc.)	
<b>Information System Regulatory Mapping</b>	How do you ensure customer data is logically segmented so that data may be produced for a single tenant only, without inadvertently accessing another tenant's data?	
	Do you have the capability to logically segment and recover data for a specific customer in the case of a failure or data loss?	
<b>Intellectual Property</b>	Describe the controls you have in place to protect tenants intellectual property.	
<b>Data Governance</b>		
<b>Ownership / Stewardship</b>	Do you follow a structured data-labeling standard (ex. ISO 15489, Oasis XML Catalog Specification, CSA data type guidance)?	
<b>Classification</b>	Can you provide the physical location/geography of storage of a tenant's data upon request?	
	Do you allow tenants to define acceptable geographical locations for data routing or resource instantiation?	
<b>Handling / Labeling / Security Policy</b>	Are policies and procedures established for labeling, handling, and security of data and objects which contain data?	
<b>Retention Policy</b>	Describe technical control you have in place to enforce tenant data retention policies.	

## UT System Health Biobank (UTSHB) Cloud Security Questionnaire

Control Group	Assessment Questions	Response
<b>Secure Disposal</b>	Describe your process for secure disposal or destruction of physical media and secure deletion or sanitization of all computer resources of UT data once UT has determined the hosted resources are no longer needed.	
<b>Nonproduction Data</b>	How do you ensure no production data is replicated or used in non-production environments?	
<b>Information Leakage</b>	Describe the controls in place to prevent data leakage or intentional/accidental compromise between tenants.	
	What Data Loss Prevention (DLP) or extrusion prevention solution is in place for all systems which interface with your cloud service offering?	
<b>Facility Security</b>		
<b>Controlled Access Points</b>	Are physical security perimeters (fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks, and security patrols) implemented?	
<b>Unauthorized Persons Entry</b>	How are ingress and egress points such as service areas and other points where unauthorized personnel may enter the premises, monitored, controlled or isolated from data storage and process?	
<b>Asset Management</b>	What are your procedures governing asset management and repurposing of equipment used to support UT hosted services or data?	
<b>Human Resources Security</b>		
<b>Background Screening</b>	Are state of residency and national fingerprint-based record checks conducted on employees or contractors who have access to UT's data, applications or the networks supporting UT's data and or applications?	
<b>Employment Agreements</b>	Do you specifically train your employees regarding their role vs. the tenant's role in providing information security controls?	
	Do you document employee acknowledgment of training they have completed?	
<b>Employment Termination</b>	Are roles and responsibilities for following performing employment termination or change in employment procedures assigned, documented, and communicated?	

## UT System Health Biobank (UTSHB) Cloud Security Questionnaire

Control Group	Assessment Questions	Response
<b>Information Security</b>		
<b>Management Program</b>	Do you provide tenants with documentation describing your Information Security Management Program (ISMP)?	
<b>Management Support / Involvement</b>	Are policies in place to ensure executive and line management take formal action to support information security through clear documented direction, commitment, explicit assignment, and verification of assignment execution?	
<b>Policy</b>	Do your information security and privacy policies align with particular industry standards (ISO- 27001, ISO-22307, CoBIT, etc.)?	
	Do you have agreements which ensure your providers adhere to your information security and privacy policies?	
	Do you have the capability to continuously monitor and report the compliance of your infrastructure against your information security baselines?	
<b>Policy Reviews</b>	Do you notify your tenants when you make material changes to your information security and/or privacy policies?	
<b>Policy Enforcement</b>	Is a formal disciplinary or sanction policy established for employees who have violated security policies and procedures?	
	Are employees made aware of what action might be taken in the event of a violation and stated as such in the policies and procedures?	
<b>User Access Policy</b>	What controls do you have in place to ensure timely removal of systems access which is no longer required for business purposes?	
<b>User Access Restriction / Authorization</b>	Describe the process for granting and approving access to UT data or hosted services.	
<b>User Access Revocation</b>	Describe the process for timely de-provisioning, revocation or modification of user access to the UT data or hosted services upon any change in status of employees, contractors, customers, business partners, or third parties?	
<b>User Access Reviews</b>	Do you require at least annual certification of entitlements for all system users and administrators (exclusive of users maintained by your tenants)?	
	If users are found to have inappropriate entitlements, are all remediation and certification actions recorded?	

## UT System Health Biobank (UTSHB) Cloud Security Questionnaire

Control Group	Assessment Questions	Response
<b>Training / Awareness</b>	Do you provide annually a formal security awareness training program for cloud-related access and data management issues for all persons with access to UT data or hosted services?	
	Do you benchmark your security controls against industry standards?	
<b>Segregation of Duties</b>	How do you maintain segregation of duties within your cloud service offering?	
<b>Encryption</b>	Do you have the capability to allow creation of unique encryption keys per tenant?	
	Do you support tenant generated encryption keys or permit tenants to encrypt data to an identity without access to a public key certificate. (e.g. Identity based encryption)?	
	What encryption method and level of encryption is applied to UT's data at rest and does it meet FIPS 140-2?	
	For UT data in transport, what encryption level is applied and is the cryptographic module FIPS 140-2 certified.	
<b>Encryption Key Management</b>	Describe your key management procedures.	
<b>Vulnerability / Patch Management</b>	Describe your patch management process.	
<b>Antivirus / Malicious Software</b>	Do you have anti-malware programs installed on all systems which support UT hosted services and data?	
	How do you ensure that security threat detection systems which use signatures, lists, or behavioral patterns are updated across all infrastructure components which support UT's hosted services and data?	
<b>Incident Management</b>	Do you have a documented security incident response plan?	
	Do you have processes for handling and reporting of security incidents that include preparation, detection, analysis, containment, eradication, and recovery?	
	What steps are taken to ensure all employees are made aware of the incident reporting procedures?	
<b>Incident Reporting</b>	Does your security information and event management (SIEM) system merge data sources (app logs, firewall logs, IDS logs, physical access logs, etc.) for granular analysis and alerting?	

## UT System Health Biobank (UTSHB) Cloud Security Questionnaire

Control Group	Assessment Questions	Response
<b>Network Monitoring</b>	List the tools used to monitor network events, detect attacks, and provide identification of unauthorized use.	
<b>Source Code Access Restriction</b>	Describe the controls in place to prevent unauthorized access to your application, program or object source code, and assure it is restricted to authorized personnel only.	
<b>Utility Programs Access</b>	How are utilities that can significantly manage virtualized partitions (ex. shutdown, clone, etc.) appropriately restricted and monitored?	
<b>Release Management</b>		
<b>Production Changes</b>	Do you have documented change management procedures?	
<b>Quality Testing</b>	Do you provide your tenants with documentation which describes your quality assurance process?	
<b>Outsourced Development</b>	Do you have controls in place to ensure that standards of quality are being met for all software development?	
	Do you have controls in place to detect source code security defects for any outsourced software development activities?	
<b>Unauthorized Software Installations</b>	What controls do you have in place to restrict and monitor the installation of unauthorized software onto your systems?	
<b>Resiliency</b>		
<b>Business Continuity Testing</b>	Are policy, process, and procedures defining business continuity and disaster recovery in place to minimize the impact of a realized risk event?	
	Are business continuity plans subject to test at planned intervals or upon significant organizational or environmental changes to ensure continuing effectiveness?	
<b>Equipment Power Failures</b>	How are Security mechanisms and redundancies implemented to protect equipment from utility service outages (e.g., power failures, network disruptions, etc.)?	

## UT System Health Biobank (UTSHB) Cloud Security Questionnaire

Control Group	Assessment Questions	Response
<b>Security Architecture</b>		
<b>Customer Access Requirements</b>	Are all identified security, contractual, and regulatory requirements for customer access contractually addressed and remediated prior to granting customers access to data, assets, and information systems?	
<b>User ID Credentials</b>	Do you support use of, or integration with, existing customer-based Single Sign On (SSO) solutions to your service?	
<b>Password</b>	Describe password requirements	
<b>Application Security</b>	Do you utilize an automated source-code analysis tool to detect code security defects prior to production?	
<b>Data Integrity</b>	Are data input and output integrity routines (i.e., reconciliation and edit checks) implemented for application interfaces and databases to prevent manual or systematic processing errors or corruption of data?	
<b>Remote User Multifactor Authentication</b>	Describe multi-factor authentication method required for all remote user access.	
<b>Segmentation</b>	Are system and network environments logically separated to ensure protection and isolation of sensitive data?	
<b>Wireless Security</b>	Are policies and procedures established and mechanisms implemented to protect network environment perimeter and configured to restrict unauthorized traffic?	
	Are policies and procedures established and mechanisms implemented to ensure proper security settings enabled with strong encryption for authentication and transmission, replacing vendor default settings? (e.g., encryption keys, passwords, SNMP community strings, etc.)	
	Are policies and procedures established and mechanisms implemented to protect network environments and detect the presence of unauthorized (rogue) network devices for a timely disconnect from the network?	
<b>Clock Synchronization</b>	Do you utilize a synchronized time-service protocol (ex. NTP) to ensure all systems have a common time reference?	
<b>Audit Logging / Intrusion Detection</b>	What file integrity controls and network intrusion detection (IDS) tools are deployed to help facilitate timely detection, investigation by root cause analysis, and response to incidents?	
	Is Physical and logical user access to audit logs restricted to authorized personnel?	

## UT System Health Biobank (UTSHB) Cloud Security Questionnaire

Control Group	Assessment Questions	Response
<b>Risk Management</b>		
<b>Program</b>	Is your organization insured by a 3rd party for losses?	
	Do your organization's service level agreements provide tenant remuneration for losses they may incur due to outages or losses experienced within your infrastructure?	
<b>Assessments</b>	Are formal risk assessments aligned with the enterprise-wide framework and performed at least annually, or at planned intervals, determining the likelihood and impact of all identified risks, using qualitative and quantitative methods?	
	Is the likelihood and impact associated with inherent and residual risk determined independently, considering all risk categories (e.g., audit results, threat and vulnerability analysis, and regulatory compliance)?	
<b>Mitigation / Acceptance</b>	Are risks mitigated to acceptable levels based on company-established criteria in accordance with reasonable resolution time frames?	
	Is remediation conducted at acceptable levels based on company-established criteria in accordance with reasonable time frames?	
<b>Business / Policy Change Impacts</b>	Do risk assessment results include updates to security policies, procedures, standards, and controls to ensure they remain relevant and effective?	
<b>Third Party Access</b>	Do you provide multi-failure disaster recovery capability?	
	Do you monitor service continuity with upstream providers in the event of provider failure?	
	Do you have more than one provider for each service you depend on?	
	Do you provide access to operational redundancy and continuity summaries which include the services on which you depend?	
	Do you provide the tenant the ability to declare a disaster?	
	Do you provided a tenant triggered failover option?	
	Do you share your business continuity and redundancy plans with your tenants?	

## APPENDIX SEVEN

### **CERTIFICATE OF INTERESTED PARTIES (Texas Ethics Commission Form 1295)**

This is a sample of the Texas Ethics Commission’s FORM 1295 – DISCLOSURE OF INTERESTED PARTIES. Contractor must use the Texas Ethics Commission electronic filing web page (at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)) to complete the most current Disclosure of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and UT System. **The Certificate of Interested Parties will be submitted to UT System by Preferred Supplier only when the Agreement resulting from this RFP is signed.**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.			
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
<b>5</b> Check only if there is NO Interested Party. <input type="checkbox"/>			
<b>6 AFFIDAVIT</b> I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

**ATTACHMENT A**  
**PRICE SCHEDULE**

[blank schedule to be attached by the Alliance]



THE UNIVERSITY of TEXAS SYSTEM  
FOURTEEN INSTITUTIONS. UNLIMITED POSSIBILITIES.

Office of HUB Programs  
512-499-4530  
[www.utsystem.edu/hub](http://www.utsystem.edu/hub)

## Appendix 2 – Policy on Utilization Historically Underutilized Businesses

HUB Subcontracting Plan for:

- Commodities
- Special Trades
- Other Services
- Miscellaneous Professional Services

OFPC Managed Projects /UT System Administration Only

Revision dated January 1, 2017



I.	Instructions to Complete the HSP	Pages 2-5
II.	Letter of Transmittal	Page 6
III.	Letter of HUB Commitment	Page 7
IV.	HUB Subcontracting Plan (HSP)	Pages 8-14
V.	HUB Subcontracting Opportunity Notification Form	Page 15
VI.	Prime Contractor Progress Assessment Report (PAR)*	Page 16

\* **Note 1:** *If awarded a contract, the Prime Contractor Progress Assessment Report (PAR) is a required form with each payment application submitted. This form is a condition of payment.*

For questions or clarifications regarding the HUB Subcontracting Plan, please contact the appropriate HUB Coordinator listed below:

### **North, East and West Texas**

Christi Johnson  
Sr. HUB Coordinator  
512-499-4610  
[cjohnson@utsystem.edu](mailto:cjohnson@utsystem.edu)

### **Austin, San Antonio, and South Texas**

Stephanie Park  
HUB Coordinator  
512-499-4378  
[spark@utsystem.edu](mailto:spark@utsystem.edu)

### **Galveston and Houston**

Cynthia Booker  
HUB Coordinator  
409-772-1353  
[cbooker@utsystem.edu](mailto:cbooker@utsystem.edu)

**UT System Administration**  
**Historically Underutilized Subcontracting Plans (HSP)**  
Commodities-31.04%, Other Services-26%, Special Trades-32.9%,  
Miscellaneous Professional Services – 23.7%

All Texas State agencies and institutions of higher education (universities) are required to make a good faith effort to include minority and/or women owned businesses in their procurement opportunities. The State of Texas uses the term Historically Underutilized Businesses (HUB) to distinguish State certified minority and/or women owned businesses.

Statement of Probability - Subcontracting Opportunities are probable in connection with this solicitation

Choose **ONLY ONE** of the options below and follow the directions below the appropriate section.

**Option 1 - Complete a Self-Performing HSP as follows:**

**Section 1**

- Respondent and Requisition Information. Complete as indicated on the form. VID # refers to the tax ID number.

**Section 2A**

- Mark the 'NO', I will not be sub-consulting any portion of the contract, and I will be fulfilling the entire contract with my own resources. Continue to Section 3.

**Section 3**

- Mark the "NO" box and in the space provided indicate how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.

\_\_\_\_\_ has the resources to complete all scopes of this RFP with our own equipment, supplies, materials and personnel. If sub-contracting opportunities are identified at a future date, we will immediately contact the project manager and HUB Coordinator and commit to perform a Good Faith Effort through solicitation of HUB firms and submit an amended HUB Subcontracting Plan.

**Section 4**

- Sign the form. Include your e-mail address and contact phone number should UT System HUB have any questions.

**Option 2 – Complete if all sub-consulting opportunities are performed by ONLY HUB vendors.**

**Section 1**

- Respondent and Requisition Information. Complete as indicated on the form. VID # refers to the tax ID number.

**Section 2A**

- Mark the 'YES', I will be sub-contracting portions of the contract.

**Section 2B**

- List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to HUB vendors.

**Section 2C**

- Mark "YES".

**Section 4**

- Sign the form. Include your e-mail address and contact phone number should UT System HUB have any questions.

**Good-Faith Effort (Attachment A)**

**Section A-1**

- Complete this attachment for each sub-consulting opportunity listed in Section 2B.

**Section A2**

- List the sub-consultants you selected to perform this subcontracting opportunity listed above in Section A-1. Please include their VID #, State of Texas HUB certificate, the appropriate \$ amount and the contract percentage.

**Option 3 – Complete if sub-consulting opportunities by both HUB and non-HUB vendors meet or exceed the HUB goals stated above.**

**Section 1**

- Respondent and Requisition Information. Complete as indicated on the form. VID # refers to the tax ID number.

**Section 2A**

- Mark the ‘YES’, I will be subcontracting portions of the contract.

**Section 2B**

- List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to HUB vendors and Non HUB vendors

**Section 2C**

- Mark “NO”.

**Section 2D**

- Mark “YES”.

**Section 4**

- Sign the form. Include your e-mail address and contact phone number should UT System HUB have any questions.

**Good-Faith Effort (Attachment A)**

- Complete this attachment for each sub-consulting opportunity listed in Section 2B.

**Section A1**

- List the name of the sub-consulting opportunity listed on the corresponding line in Section 2B.

**Section A2**

- List the sub-consultants you selected to perform this subcontracting opportunity listed above in Section A-1. Please include their VID #, State of Texas HUB certificate, the appropriate \$ amount and the contract percentage.

**Option 4 - Complete a Sub-Contracting HSP as follows:**

**Section 1**

- Respondent and Requisition Information. Complete as indicated on the form. VID # refers to the tax ID number.

**Section 2A**

- Mark the ‘YES’, I will be subcontracting portions of the contract.

**Section 2B**

- List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to HUB vendors and Non HUB vendors

**Section 2C**

- Mark “NO”.

## Section 2D

- Mark "NO".

## Section 4

- Sign the form. Include your e-mail address and contact phone number should UT System HUB have any questions.

## Good-Faith Effort (Attachment B)

- Complete this attachment for each sub-consulting opportunity listed in Section 2B.

## Section B1

- List the name of the sub-consulting opportunity listed on the corresponding line in Section 2B.

## Section B3

- Subsection (b) - List 3 three HUBs you notified regarding the portion of work indicated in Section B1. **NOTE: Attach addressed and dated supporting documentation in the form of letters, fax transmittals, e-mails etc. demonstrating evidence of the Good Faith Effort performed. Please note that you must give the subcontractor 7 working days to respond to your request. Holidays and skeleton crew days do not count as working days.**

Subsection (d) – Indicate the names of two minority or women’s organization you contacted. **NOTE: Include copies of correspondence as well as the date the notice is sent and indicate if the notice was accepted or rejected.** The minority organizations at the link below, have expressed their willingness to accept notices of subcontracting opportunities from vendors to distribute to their minority and woman-owned business members. <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>

## Section B4

List the sub-consultant you selected to perform the portion of the work indicated in Section 3. Include the expected percentage of work to be subcontracted, the dollar value and whether company selected is a HUB. If company selected is not a HUB, provide written justification of your selection process in Section B4, sub-section b.

***Responses that do not include an HSP will be rejected as a material failure to comply with advertised specifications in accordance with the request for qualifications.***

**Determination of Good Faith Effort in developing an HSP for commodities contracts includes but is not limited to the following:**

1. Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices.
2. The respondent shall notify HUBs of subcontracting opportunities that the respondent intends to subcontract in writing. Notice shall include the following:
  - a. Scope of work
  - b. Specifications
  - c. Identify a contact person with phone number and emailThe respondent shall provide potential HUB subcontractors no less than seven (7) working days from receipt of notice to respond.
3. The respondent shall use the Centralized Master Bidders List (CMBL), HUB Directory, Internet resources, and/or other directories as identified by the agency when searching for HUB subcontractors. Respondents may also rely on the services of minority/ women and community organizations, contractor groups, local, state and federal business assistance offices in identifying qualified HUB subcontractors. Search the CMBL at: <https://mycpa.cpa.state.tx.us/tpasscmbsearch/tpasscmbsearch.do>
4. The respondent shall provide notice of subcontracting opportunities to minority/women trade organizations or development centers to assist in identifying HUBs by disseminating subcontracting opportunities to their membership. Minority and business contacts may be found at: <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>

Notice must be provided no less than seven (7) working days prior to the submission of the response.

Notice shall include the following:

- a. Scope of work
  - b. Specifications
  - c. Identify a contact person
5. The respondent shall provide notice to three or more HUBs per each subcontracting opportunity that provide the type of work required for each subcontracting opportunity identified in the contract specifications or any other subcontracting opportunity the respondent cannot complete with its own equipment, supplies, materials, and/or employees. The respondent must keep and provide official written documentation (i.e. fax transmittals, email, etc. to demonstrate compliance).
6. Provide written justification of the selection process if a non HUB subcontractor is selected.
7. Encourage selected non-certified minority or woman owned business subcontractors to apply for HUB certification. If the minority or woman owned vendor is not a State certified HUB you may refer the firm to the HUB office for additional information on becoming HUB certified or the State HUB website <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>

### **HUB Subcontracting Plan Required Documents**

HUB forms may also be downloaded at: <http://www.utsystem.edu/offices/historically-underutilized-business/hub-forms>

### **Changes to the Plan**

Once the HUB Plan has been submitted any changes to the HSP must be approved in writing by the UT System project manager and HUB Coordinator **prior** to any work commencing by the new subcontractor. Once the contract has been awarded the HSP is considered part of the contract. Violations to the HSP can be deemed a breach of contract by UT System.

### **Reporting – After Award**

Prime contractor payment requests shall include: Prime Contractor Progress Assessment Report (PAR) identify all HUB and non-HUB subcontractor payments. PAR form and instructions for completion can be found at: <http://www.utsystem.edu/offices/historically-underutilized-business/hub-forms>

RESPONDENT'S BUSINESS LETTERHEAD

Date

Regional HUB Coordinator  
The University of Texas System  
Office of HUB Programs  
201 W. 6<sup>th</sup> Street, Room B.140E  
Austin, Texas 78701

RE: Historically Underutilized Business Plan for (Project Title): \_\_\_\_\_  
Project Number: \_\_\_\_\_-\_\_\_\_\_

Dear ,

I am pleased to forward this HUB Subcontracting Plan as an integral part of our response in connection with your invitation for Request for Proposals referencing the above project.

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs). I also understand the State of Texas Annual Procurement Goal according to 34 Texas Administrative Code Section 20.284, and the goal as stated in the Agency Special Instructions section of the HUB Subcontracting Plan, page 8.

<b>Subcontractors</b>	<b>No. of Subcontractors</b>	<b>Total Subcontract \$ Value</b>	<b>Total Estimated HUB</b>	<b>% Minority Owned</b>	<b>% Woman Owned</b>	<b>% Service Disabled Veteran</b>
HUB						
NON-HUB						
TOTAL						

I understand the above HUB percentages must represent Texas Comptroller HUB certification standards. For each of the listed HUB firms, I have attached a Texas Comptroller HUB Certification document.

During the course of this contract should we discover additional subcontractors claiming Historically Underutilized Business status or if for some reason a HUB is unable to fulfill its contractual obligation with us, we will notify you immediately in order to take the appropriate steps to amend this HUB subcontracting Plan.

Sincerely,

Project Executive

cc: Project Manager

BUSINESS LETTERHEAD

Date

Regional HUB Coordinator  
Office of HUB Programs  
The University of Texas System  
201 W. 6<sup>th</sup> Street, Room B.140E  
Austin, TX 78701

RE: Historically Underutilized Business Plan for (Project Title): \_\_\_\_\_  
Project Number: \_\_\_\_\_ - \_\_\_\_\_

Dear ,

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs). In accordance with the requirements outlined in the HUB Subcontracting Plan (HSP), I am pleased to forward this HUB Subcontracting Plan as an integral part of our proposal in connection with your invitation for request for qualifications/proposals, referencing Project Number \_\_\_\_\_.

The Good Faith Effort for AE services will be documented by a two (2) part HUB Subcontracting Plan (HSP) process as described in the instructions located on page 2-3 of The University of Texas Exhibit H Policy on Utilization of Historically Underutilized Businesses (HUBs) for Hybrid Delivery Professional Services.

An HSP for Part One AE services shall consist of a Letter of HUB Commitment (page 7) and the HUB Subcontracting Plan (pages 8-16) with the appropriate sections completed per the instructions located on pages 2-5 of The University of Texas Exhibit H Policy on Utilization of Historically Underutilized Businesses (HUBs) for Professional Services.

As the scope of work/project is defined under this IDIQ/Miscellaneous Services contract, Part Two of the process will require a revised HUB Subcontracting Plan (HSP) if the work/project value over the duration of the work/project exceeds \$100,000. A Good Faith Effort will be required per instructions in Attachment B (pages 13-14).

Sincerely,

Project Manager/Executive



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

**- - Agency Special Instructions/Additional Requirements - -**

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract\*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

In accordance with 34 TAC §20.13(d)(1)(D)(iii), the goals below are the applicable goals for **The University of Texas System Administration only** effective January 1, 2016.

**Miscellaneous Professional Services – 23.7%**

**Commodities-31.04%**

**Other Services-26%**

**Special Trades- 32.9%**

- Respondents shall submit a completed HUB Subcontracting Plan (HSP) to be considered responsive. Failure to submit a completed HSP shall result in the bid, proposal or other expression of interest to be considered Non-responsive.
- Prime Contractor Progress Assessment Report (PAR) shall be submitted with each request for payment as a condition of payment. A copy of the UT System Contract Management System (UTCMS) Compliance Report shall be attached to the State of Texas HUB PAR and shall be submitted with each request for payment as a condition of payment.
- Please note that phone logs are no longer acceptable documentation of Good Faith Effort. Only fax, email and certified letter are acceptable.

**SECTION 1: RESPONDENT AND REQUISITION INFORMATION**

a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

b. Is your company a State of Texas certified HUB?  - Yes  - No

c. Requisition #: \_\_\_\_\_ Bid Open Date: \_\_\_\_\_

(mm/dd/yyyy)

**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <b>do not</b> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
<b>Aggregate percentages of the contract expected to be subcontracted:</b>		<b>%</b>	<b>%</b>	<b>%</b>

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract\*** in place with for **more than five (5) years, meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: \_\_\_\_\_ Requisition#: \_\_\_\_\_

**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <b>do not</b> have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

*\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*





# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**IMPORTANT:** If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/tpasscmbsearch.do>. HUB status code “A” signifies that the company is a Texas certified HUB.
- b.** List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>

- d.** List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: _____	Requisition#: _____
---------------------------------------	---------------------

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

**Item Number:** \_\_\_\_\_ **Description:** \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/tpasscmbsearch.do>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.





**PROPOSER'S SURVEY****1.0 Company Profile**

- 1.1 Provide your company's main address, web address, and telephone number.
- 1.2 Provide your company's FEIN.
- 1.3 Provide your company's DUNS number.
- 1.4. Please provide your company's main contact for this RFP, including telephone number and email address.
- 1.4 What is your company's legal structure (e.g., corporation, partnership, etc.)?
- 1.5 What is your company's ownership structure? Is your company part of a consolidated group of companies? If so, how long has your company been part of the consolidated group? What proportion of total revenues does your company contribute to the consolidated group?
- 1.6 Please provide any details of all past or pending litigation or claims filed against your company that could affect your company's performance under an Agreement with UT System.
- 1.7 Within the past three years, have there been any significant developments in your organization, such as changes in ownership, restructuring, or personnel reorganizations? Do you foresee any future significant changes in your organization? If yes, please describe. Also, have you engaged in discussions with any party about their possible acquisition of your company or its assets? If so, please describe.
- 1.8 Has your company, or any of its parents or subsidiaries, ever had a bankruptcy petition filed in its name, voluntarily or involuntarily? If yes, specify the date, circumstances, and resolution.
- 1.9 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.
- 1.10 Please provide details of all instances within the past three (3) years you were cited as noncompliant during a regularity and/or audit review and provide the status of resolution/closure.
- 1.11 Is your company a State of Texas HUB firm and/or a Small Business (as defined by the U.S. Small Business Administration)? If so, please list all HUB/Small Business categories your company is qualified under.

**2.0 References**

- 2.1 Provide a listing of three (3) customers for which you have provided software and services of a similar type described in this RFP. Your customer reference list should include the company name; contact person including telephone number; general description of project and annual volume of services you provided (in \$); and the period of time for which work was performed.
- 2.2 List all new customer accounts for such software and services that your company has established within last 12 months. Your customer reference list should include the company name; contact person including telephone number; and scope of services.

**3.0 Financial**

- 3.1 If you did not provide your DUNS number as requested in response to Q.1.3 above, please provide two financial references (one trade reference and one financial institution/bank reference). List should include company name, mailing address, telephone number, FAX number, contact person and length of financial relationship.
- 3.2 If requested, please indicate your company's agreement to provide the company's audited financial statement for the last two (2) years.
- 3.3 Please provide the percentage of your company's total revenue that is generated by the sale of software and services similar to that sought in this RFP.

**4.0 Staffing, Subcontractors, and Historically Underutilized Businesses**

- 4.1 Provide the name, title, office location, and brief resume of the individual who would assume overall responsibility for the work to be performed for UT System. Include a brief description of their unique qualifications as it pertains to this project.
- 4.2 Provide a project-staffing plan that identifies the proposed "key" staff members who will be assigned to this account. Your response must include their resumes, their number of work hours per week (i.e., 40 work hours / week), their unique qualification as it pertains to this project, define their role in the delivery of the services, state how many other projects each key personnel would be assigned to, and which personnel would have this as their only project.
- 4.3 Partners, Affiliates, and Subcontractors
  - a. List any partners or affiliates that would be part of delivering the services and describe the nature of your relationship with this entity. Identify the projects on which you are currently utilizing these partners or affiliates or have utilized them within the past two (2) years. Your response must also indicate the location from which each of the partners or affiliates you listed provides their services.
  - b. Describe what opportunities you foresee to utilize subcontractors to perform portions of the work contemplated under this RFP.
  - c. Describe your company's process for the selection of subcontractors and your process for evaluating subcontractors' performance.
  - d. Identify the subcontractor resources outside of your company that you typically engage to assist in performing the services contemplated under this RFP and the role they play in performing the services. Identify the projects on which you are currently utilizing these subcontractors or have utilized them within the past two (2) years. Your response must also indicate the location from which each of the subcontractors you listed provides their services.

**5.0 Experience and Capabilities**

- 5.1 Describe in detail your expertise and experience in providing software and services of the type described in this RFP. For how many years? What size institution(s)?
- 5.2 Does your company possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP?
- 5.3 What relevant certifications does your company maintain?

- 5.4 How many employees do you have dedicated to your software and services business (not including consultants)?
- 5.5 How many clients do you have that are in production and for how long?
- 5.8 Does your company have documentation describing the return on investment of the proposed solution? What information would we need to provide in order to establish a current state benchmark that could then be compared to the results of implementing your solution? How often would this be reviewed?

## **6.0 Reporting**

- 6.1 Describe the standard management tools and reports that are included and available “out of the box” with your company’s proposed solution. Include information on exports, dashboards, etc. in your response.
- 6.2 Are the reports available real-time via an Internet website or portal?
- 6.3 Please describe any other reporting capabilities (standard or custom) that are available, but were not mentioned in your response to the previous question above. In your response, please include any cost structure or fees that would be associated with custom reporting.
- 6.4 Does the software provide the ability to export data to MS Office applications?
- 6.5 Does your company currently provide custom reporting capabilities?
- 6.6 Does the system provide the ability to restrict access to reports by employee role?
- 6.7 Do audit logs track actual activity that has been viewed and/or changed?
- 6.8 Are audit logs available to track what users have viewed and or edited in the system?
- 6.9 Are audit logs available to track any user who has printed and or exported data from the system?
- 6.10 Does your company provide supplier and industry benchmarks? Please provide examples and identify the baseline of your benchmarks.
- 6.11 Please list any additional fees or costs associated with your company’s reports or benchmarking.

## **7.0 Project Approach and Implementation Plan**

- 7.1 Describe your project approach and best service delivery model to provide the solution described in this RFP. Describe how your approach and service delivery model would meet UT System’s objectives as described in this RFP.
- 7.2 Provide a high-level implementation plan identifying the key tasks, milestones, and outcomes commencing date of contract award through the initial twelve (12) months of the contract term. Your response should highlight both your and UT System’s responsibilities and resources required during each phase. Include samples of any surveys or questionnaires used to collect information or describe how business requirement information is collected. Indicate SMEs required to be included in the project team to ensure project success. Implementation plan should indicate how multiple institutions could be undertaken simultaneously, with adequate project management coordination. Include test plan design and coordination, including documentation of issues and their resolution. Describe your change request process for the implementation phase.

- 7.3 Describe the communication models used by your company to keep project personnel and internal Institutional Participants informed during implementation. How would your models support consistent communications across a multi-institution deployment?
- 7.4 Describe the greatest implementation risks and your mitigation strategy.
- 7.5 Are there any best practices that early adopters of your solution have employed to achieve maximum benefit in their operations?
- 7.6 Please detail the feasibility and milestones required to accomplish solution customization, production implementation, configuration, and testing with data feeds from at least 3 biospecimen collections by January 31, 2018. Integration with additional biospecimen collections will occur over the life of the project.

## **8.0 Training**

- 8.1 Which of the following types of training does your company offer: Onsite at customer's facility, classroom based at a remote location, web-based? Please provide details of each type of training that is offered. Is there a cost for training? If so, please include the associated price schedule that would be available to UT System for each type of training? Is training available post-production?

## **9.0 Support and Maintenance**

- 9.1 What are your organization's customer support hours (e.g., 24/7/365, etc.)?
- 9.2 Where is your customer support center located?
- 9.3 Does the solution include an online help function/feature within the application?
- 9.4 How often is your product updated? How are updates deployed?
- 9.5 Is downtime required for updates? If yes, please provide average downtime.
- 9.6 Describe your disaster recovery plans including the protection of source code as well as patient data.
- 9.7 How are customer requests for enhancements handled?
- 9.8 Describe your flexibility in customizing base product for institution specific rules and alerts. Are there opportunities for individual institutions to customize the tool and/or add-on modules once your software is installed?
- 9.9 Provide your proposed service level agreement which should include service level management, help desk, communication, monitoring, reaction levels, severity or priority levels with initial response time and ultimate resolution time for each level, performance thresholds and monitoring, change management, disaster recovery, penalties, and reporting. In your response, please ensure that Level 1, Level 2, and Level 3 severity/priority levels are clearly defined.
- 9.10 Do you have a support issue/ticket tracking system that allows customers to open incidents via multiple methods (e.g., phone, email, web portal, etc.)?
- 9.11 Do you have an active user group to leverage feedback from current customers?
- 9.12 Will our account have a dedicated support lead who advocates for us, manages support, and acts as a triage mechanism?

- 9.13 Will our account have a dedicated technical contact who is a Subject matter Expert (SME) that can answer system and application specific questions whenever needed?
- 9.14 Describe your change and quality control processes for software updates/rollouts - including customer notice procedures.
- 9.15 Will your company assign a senior account manager to manage the overall contractual relationship with the Alliance?
- 9.16 Please describe how your company would facilitate account management and project management across multiple institutions? Specifically, would your company assign individual managers to each participating institution or would there be one manager for UT System that is shared by all institutions?
- 9.17 Please provide a copy of your standard software licensing / service terms. These standard software licensing / service terms will be reviewed, modified as necessary, and incorporated into the successful Proposer's final contract.

## **10.0 Competitive Advantage**

- 10.1 Projects of this type usually have challenges and/or difficulties along the way. Identify the challenges and/or difficulties you typically have encountered in providing similar services. What suggestions do you have for UT System to avoid or better position itself to manage these challenges?
- 10.2 Briefly describe your company's advantage over competitors in the marketplace or special benefits in UT System selecting your company that are not otherwise disclosed in your RFP response.
- 10.3 Please list any industry recognitions and/or rankings your company received during the past three (3) years as a provider of services of the type described in this RFP.
- 10.4 Please indicate any additional "value added" services or programs not otherwise asked or disclosed herein that should be considered during the RFP response evaluation process.

## **11.0 Hosting Services**

- 11.1 Would the proposed software solution be UT hosted or Proposer Hosted? Please describe (i.e., ASP, SaaS, etc.)?
- 11.2 If solution is to be UT hosted, please describe and attach a diagram of your application architecture. Include sufficient technical information about all of the hardware and software components that UT must purchase/provide, as well as a description of any maintenance and support activities that UT would be expected to perform.
- 11.3 If solution is to be Proposer hosted, please provide detailed information about your hosting services environment. Specifically address the following items:
- 11.3.1 Do you operate your own data centers or do you outsource? Do you acquire co-location space from a third party for the data center? If you outsource or acquire co-location space from a third party, describe this relationship, including the identity of the third party and where they are located.
- 11.3.2 Describe the practices and services available within your data center to prevent unscheduled down time, including system redundancy, power backup, network redundancy, environmental controls, security, etc.

- 11.3.3 Describe partnerships with hardware and software vendors.
- 11.3.4 What is your capital investment strategy over the next three years? What is your strategy to keep infrastructure current? How often is hardware refreshed or replaced?
- 11.3.5 Are your data centers TIER certified? If so, provide copies of relevant certification documentation. If not, what is your assertion regarding the tier level(s) of your data center(s)?
- 11.3.6 Provide detailed information about your hosting physical security at your data center. Specifically address the following items:
- Describe structure design, practices, and measures taken to secure physical access and protect assets.
  - Describe if and how client servers, storage, and network are isolated from other customers. How are decisions made around clients sharing infrastructure components? Please provide examples.
  - Describe your employee screening procedure including performing background checks for employees or contracted third parties who will have access to confidential information. Does this include screening against the OIG and/or GSA exclusion list?
- 11.3.7 How does your hosting infrastructure solution accommodate temporary surges in users or transaction volume, to meet expected or unexpected additional peak periods of volume through the year? Please describe how you have done this for current customer demands.
- 11.3.8 How do you ensure proper server provisioning and what level of certification have you attained as an authorized provider of support services for the hardware that you support?
- 11.3.9 How do you ensure network connectivity and avoid distributed-denial-of-service (DDoS), degraded ISP service, etc.?
- 11.3.10 Describe your security infrastructure. Please include information on applications, platform, data, etc. What strategies are employed to ensure security? What is your escalation procedure if there is a security failure?
- 11.3.11 Please describe your help desk and incident report process and tools completely. Include information on metrics, communication, policies, procedures, etc.
- 11.3.12 Describe the Relational Database Management System (RDBMS) platform used.
- 11.3.13 Please list all RDBMS platforms supported.
- 11.3.14 Please ensure your organization completes the Cloud Security Questionnaire attached to Appendix 6. Confirm here with an answer of “yes” or “no” if it was completed.

## 12.0 Privacy

- 12.1 In relation to the software and services provided for UT Party, the vendor may be a Covered Entity that is required to comply with all applicable provisions of the Health Insurance Portability and Accountability Act, codified at 42 USC § 1320d through d-8 (HIPAA), and any regulations, rules, and mandates pertaining to the HIPAA privacy and security rules, as well as with any applicable state medical privacy requirements. The vendor will also be required to comply with UT Party’s

privacy and applicable information technology security policies. The vendor contract will require vendor to sign a Business Associate Agreement with each Institutional Participant, as appropriate. In response to the related interrogatories included in Appendix 6 of this RFP, the vendor must describe in detail its HIPAA privacy and security programs as well as its information security program.

12.2 Please provide a detailed description of the vendor's HIPAA privacy and security compliance programs as these would apply to UT Party data. Include information on workforce training and monitoring. Describe all policies and practices implemented to ensure the privacy of all confidential information as defined in the Agreement, including but not limited to protected health information as defined by the HIPAA privacy rule, employee/participant information, or other confidential information about UT Party. Include a link to the vendor's HIPAA policies and notice of privacy practices as well as a brief description of any HIPAA violations alleged against the vendor by consumers or the Department of Health and Human Services, including the outcomes. (See Appendix 6 for additional questions regarding Information Security.)

### **13.0 Technical**

- 13.1 Can your solution accept data from its original format without requiring special programming?
- 13.2 What is the typical release schedule for the proposed products?
- 13.3 Provide a 3 year roadmap for each product included in the proposal.
- 13.4 Are software upgrades provided free of charge?
- 13.5 Will Proposer provide source code in an escrow account at no charge to UT System?
- 13.6 What is the maximum number of users the Proposer's solution can support simultaneously?
- 13.7 Does Proposer's solution provide back-up and recovery capabilities? If yes, please describe.
- 13.8 Describe the data schema and its ability to handle modification or extension based on the addition of new data elements and relationships over time.

RFP UTS/A62  
UTSHB Consortium  
Attachment A - Price Schedule

Instructions:

1. Proposer will use the tab below titled "Cost Proposal" to describe in detail the various fees and charges associated with acquiring and/or licensing the proposed Software Solution.
2. Proposer must include an unbundled breakdown depicting all of the cost elements to license, implement and support the proposed solution for the anticipated 5-year term of this Agreement (i.e., Year 1, Year 2, Year 3, Year 4, Year 5, and Total).
3. Proposer's breakdown must be very specific and include all hardware, software, licensing costs, and sizing specifications that would be needed to facilitate pricing the Software Solution. Detailed descriptions of all necessary software and hardware with all associated costs must be itemized, and architectural drawings (as applicable) with explanations must be included.
4. For related services, Proposer must list the services and pricing options with costs, including all required travel costs. This would include, where applicable,



RFP Submittal Deadline: **May 23, 2017** at **3:00 PM**  
**Houston, TX Time**

Addendum Issue Date: **May 1, 2017**

**ADDENDUM 1**  
REQUEST FOR PROPOSAL  
UTS/A62  
Software Services for The UT  
System Health Biobank

ACKNOWLEDGEMENT OF THIS ADDENDUM 1 IS REQUIRED IN ACCORDANCE WITH **SECTION 1.2 OF APPENDIX ONE**, TO THE RFP. THIS RFP ADDENDUM IS A FURTHERANCE OF RFP **UTS/A62** AND IS NOT A CONTRACT OR OFFER TO CONTRACT.

**Item One:**

All Proposers are strongly encouraged to have a representative attend the pre-proposal webinar / conference call scheduled for **May 9, 2017** at **10:00 AM** Houston, TX time. UT representatives will be available to answer questions pertaining to this RFP, explain HUB proposal requirements, and answer any questions that Proposers might have. The number one reason that proposals are disqualified is noncompliance with the HUB requirements associated with proposal submission. The Evaluation Team is not allowed to review proposals that do not properly comply with the HUB requirements.

**Registration URL:** <https://attendee.gotowebinar.com/register/644298239049421056>

**Conference Line Number:** 1-877-226-9790

**Participant Code:** 7277429

**Item Two:**

The deadline to submit questions / concerns related to this RFP is **May 12, 2017** at **5:00 PM** Houston, TX time. All questions should be submitted via the Q&A tool that is built into the online SciQuest sourcing tool. UT System will use a reasonable amount of time to respond to questions or concerns. It is UT System's intent to respond to all appropriate questions and concerns; however, UT System reserves the right to decline to respond to any question or concern.

**Item Three:**

The proposal submittal deadline is **May 23, 2017** at **3:00 PM** Houston, TX time. Proposers are encouraged to not wait until the last minute to submit their proposals in the SciQuest (Jaegger) sourcing tool. The system will not allow a proposal to be submitted once the submittal deadline has passed. The system does, however, allow a Proposer to make changes to their submitted proposals up until the submittal deadline. For this reason, Proposer's are strongly encouraged to prepare and submit their proposals well in advance of the deadline.

**Item Four:**

The SciQuest (Jaegger) sourcing tool will only accept one file upload per question. If a response requires more than one file to be uploaded for a single question, Proposer must make sure to zip multiple files and submit as one single upload.

**All other terms, conditions and requirements set forth in RFP UTS/A62 remain unchanged and in effect.**

**END OF ADDENDUM 1**



RFP Submittal Deadline: **May 23, 2017** at **3:00 PM**  
**Houston, TX Time**

Addendum Issue Date: **May 9, 2017**

**ADDENDUM 2**  
REQUEST FOR PROPOSAL  
UTS/A62  
Software Services for The UT  
System Health Biobank

ACKNOWLEDGEMENT OF THIS ADDENDUM 2 IS REQUIRED IN ACCORDANCE WITH **SECTION 1.2 OF APPENDIX ONE**, TO THE RFP. THIS RFP ADDENDUM IS A FURTHERANCE OF RFP **UTS/A62** AND IS NOT A CONTRACT OR OFFER TO CONTRACT.

**Item One:**

Pre-proposal webinar / conference call slides.

**Item Two:**

Pre-proposal webinar / conference call attendee report.

**All other terms, conditions and requirements set forth in RFP UTS/A62 remain unchanged and in effect.**

**END OF ADDENDUM 2**



**SUPPLY CHAIN ALLIANCE**  
THE UNIVERSITY of TEXAS SYSTEM  
*Creating Value Through Collaboration*

**RFP UTS/A62**  
**Software Services for The UT**  
**System Health Biobank**  
**Pre-Proposal Conference**

Teleconference #: 877-226-9790  
Participant Code: 7277429#  
**May 9, 2017 10:00 AM**

## Agenda

- ☞ Introduction
- ☞ UT System Supply Chain Alliance (UTSSCA) Overview
- ☞ RFP Overview
- ☞ UT System HUB Program Overview
- ☞ SciQuest e-Sourcing Platform
- ☞ Key Reminders
- ☞ Sourcing Event Contact(s)
- ☞ Questions & Answers

# ALLIANCE OVERVIEW

Slide 2

## Alliance Facts

- Established by UT System in 2007
- Focused on Academic Health and Higher Education Institutions
  - ✓ 14 UT Members – 6 Health, 8 Academic
- Historically Underutilized Businesses
  - ✓ >25% of Alliance contract spend
- Combined Spend to Market
  - ✓ >\$1B Supplies & Services



You can view the Supply Chain Alliance video online on our YouTube Channel:  
<https://www.youtube.com/watch?v=klep1pw5u1E&feature=youtu.be>

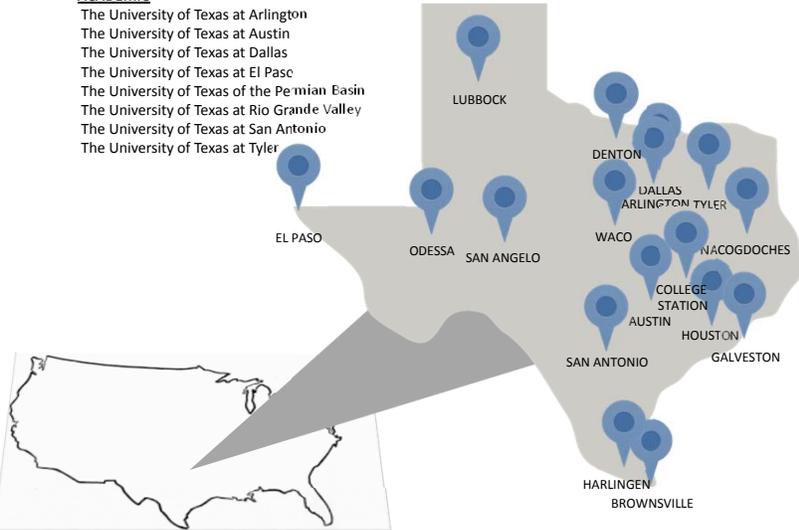


Slide 4

# The UT System Supply Chain Alliance

**ACADEMIC**

- The University of Texas at Arlington
- The University of Texas at Austin
- The University of Texas at Dallas
- The University of Texas at El Paso
- The University of Texas of the Permian Basin
- The University of Texas at Rio Grande Valley
- The University of Texas at San Antonio
- The University of Texas at Tyler



**HEALTH**

- The University of Texas Southwestern Medical Center at Dallas
- The University of Texas Medical Branch at Galveston
- The University of Texas Health Science Center at Houston
- The University of Texas Health Science Center at San Antonio
- The University of Texas MD Anderson Cancer Center
- The University of Texas Health Northeast



**AFFILIATES**

- Baylor College of Medicine
- Children's Medical Center
- University of North Texas System
- Rice University
- Stephen F. Austin
- Texas A&M University System
- Texas Tech University
- Tyler Junior College
- Baylor University
- University of Tennessee
- Texas State Technical College (System)
- Houston Community College

# UTSSCA Key Successes



FY17 marks the 10<sup>th</sup> year of operations for the Alliance

The Alliance has more than 40 strategic supplier agreements and a GPO collaboration

The Alliance contracts create a potential savings opportunity of over \$175M

# RFP OVERVIEW

Slide 7

## Objective

UT System, acting through the Alliance, is soliciting proposals in response to this RFP for selection of a Preferred Supplier to provide a software solution for management of biospecimens and related data. The successful Proposer(s) to whom business may be awarded is referred to in this RFP as the **“Preferred Supplier.”**

- Facilitate simpler, faster, and more cost effective access to biospecimens and related data
- Strong implementation support and training
- Supplier dedicated to communicating and sharing best practices, customizing the solution to meet UT System’s needs, and ongoing product improvement
- Comprehensive and guaranteed pricing structure
- Leverage the aggregate purchasing volumes of Institutional Participants
- Achieve cost savings for Institutional Participants

Slide 9

## Scope of Opportunity

The UT System Health Biobank (“**UTSHB**”) Consortium is a collaborative effort by eight (8) UT System institutions to standardize and expand biobanks across UT System. The initiative focuses on providing a standard mechanism for locating and requesting access to biologic samples and related data at UTSHB member institutions, although the actual samples remain in their current location.

The UTSHB Consortium is comprised of the following eight UTSHB member institutions:

- The University of Texas Health Science Center at Houston (UTHSCH) – prime site
- The University of Texas Southwestern Medical Center (UTSW)
- The University of Texas M. D. Anderson Cancer Center (UTMDACC)
- The University of Texas Medical Branch at Galveston (UTMB)
- The University of Texas Health Science Center at San Antonio (UTHSCSA)
- The University of Texas Health Science Center at Tyler (UTHSCT)
- The University of Texas Rio Grande Valley (UTRGV)
- The University of Texas at Austin (UT Austin)

Slide 8

## Key Dates

Date	Time	Event
5/1/2017	1:00 pm*	Issue RFP Documents
5/09/2017	10:00 am*	Pre-Proposal Meeting
5/12/2017	5:00 pm*	<u>Deadline</u> to Submit Questions for clarification to RFP requirements - Section 2.2 of this RFP
5/15/2017	12:00 pm*	<u>Deadline</u> for preliminary review of HUB plan
5/23/2017	3:00 pm*	Proposal Submittal <u>Deadline</u>
June 2017		Selection of Finalists
June/July 2017		Finalists Interviews and Negotiations
August 2017		Anticipated Contract Execution

\* Houston, TX Time

Slide 10

## RFP Document Sections

### Section 1

#### Introduction

- Description of UT
- Objective
- Background

### Section 2

#### Notice to Proposer

- Timeline
- Contact Details

### Section 3

#### Submission of Proposal

- Submittal Checklist

### Section 4

#### General Terms & Conditions

### Section 5

#### Specifications, Additional Questions, & Scope of Work

- Exceptions Uploaded in SciQuest (Section 5.1.3)

### Section 6

#### Pricing Schedule & Affirmation

- Download & Return Signed Affirmation

Slide 11

## RFP Appendices

- Appendix 1 Proposal Requirements
- Appendix 2 UT System Policy on HUBs
- Appendix 3 Sample Preferred Supplier Agreement
- Appendix 4 Access by Individuals with Disabilities
- Appendix 5 Electronic and Information Resource Specifications
- Appendix 6 Security Characteristics and Functionality Resources
- Appendix 7 Certificate of Interested Parties
- Attachment A Price Schedule

Slide 13

## Proposer's Survey

- Download the document and provide answers to each of the questions
- Upload the completed document
- Any additional attachments not required, but pertinent, can be attached as a separate file
  - SciQuest will only allow one document to be uploaded. If there are multiple documents to upload, you must use a ZIP file

Slide 14

## HUB OVERVIEW

Slide 15

## Historically Underutilized Business (HUB) Overview

### What is a "Historically Underutilized Business"...

- is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and
- is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.

Slide 16

## Completing the HUB Sub-Contracting Plan (HSP)

- UT System Policy #137 requires a "good-faith effort" to include minority and woman-owned businesses in all of our procurement opportunities.
- All firms or individuals, both HUB and non-HUB, in-state or out-of-state, who propose on UT System opportunities, valued over \$100,000 are required to submit a HUB Subcontracting Plan with their RFP.
- Responses that do not include an HSP will be rejected as a material failure to comply with advertised specifications in accordance with the request for proposal.
- HUB Goal for this RFP is 26%

Slide 17

# HSP Option 1: Subcontracting, all HUB vendors

**OPTION 1** – If all of your subcontracting opportunities will be performed using **only** HUB vendors, complete the following sections

SEC 1.

- Respondent and Requisition Information

SEC 2.

- A. Yes, I will be subcontracting portions of the contract
- B. List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to HUB vendors
- C. Yes

SEC 3.

- Not applicable

SEC 4.

- Affirmation (*Signature Required*)

Attach & Upload

- Sections 1-4
- Good Faith Effort (Attachment A) – Complete this attachment for each subcontracting opportunity from Section 2B.
- Letter of Transmittal

Slide 18

# HSP Option 2: Subcontracting, HUB & Non-HUB Meets or Exceeds the HUB Goal

**OPTION 2** – If you are subcontracting with HUB & Non-HUB Vendors and the total % of HUB subcontractors meets or exceeds the HUB goal, complete the following sections

SEC 1.

- Respondent and Requisition Information

SEC 2.

- A. Yes, I will be subcontracting portions of the contract
- B. List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- C. No
- D. Yes

SEC 3.

- Not Applicable

SEC 4.

- Affirmation (*Signature Required*)

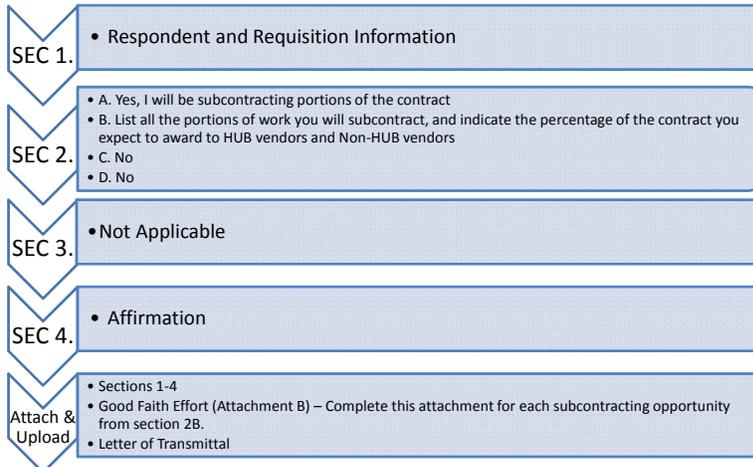
Attach & Upload

- Sections 1-4
- Good Faith Effort (Attachment A) – Complete this attachment for each subcontracting opportunity from Section 2B.
- Letter of Transmittal

Slide 19

# HSP Option 3: Subcontracting, HUB & Non-HUB

**OPTION 3** – If you are subcontracting with HUB vendors and Non-HUB vendors (or only Non-HUB vendors), complete the following sections



Slide 20

# HSP Option 3: Subcontracting, HUB & Non-HUB

If you plan to subcontract any portion of this RFP, you must complete Good Faith Effort (GFE) Method B. This requires a **7 business day notification** of the subcontracting opportunity to Texas certified HUBs and trade organizations or development centers.

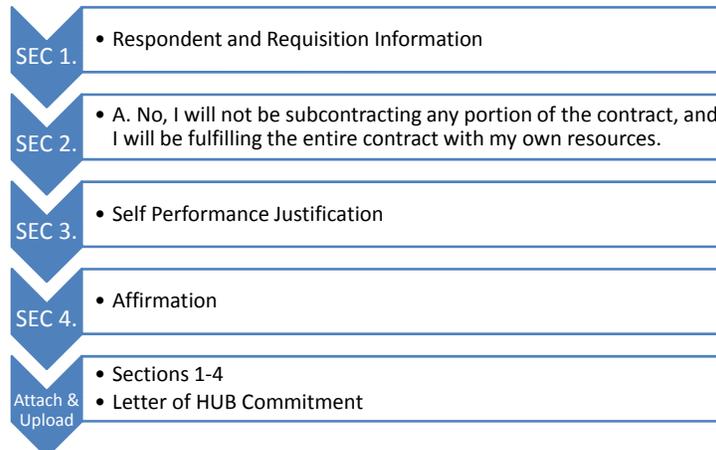


Texas Minority & Women Organization Links:  
<http://comptroller.texas.gov/procurement/prog/hub/mwb-links-1/>

Slide 21

## HSP Option 4: Self-Performing

**OPTION 4** – If you are not subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete the following sections



Slide 22

## Required HUB Documents for Proposal Submission

- Letter of Transmittal or Letter of HUB Commitment
- HSP completed depending on your firms circumstances (i.e. Option 1-4)

Slide 23

## HSP FAQ's

- **Question:** I am certified as a State of Texas HUB. Do I still have to fill out the HSP?
  - **Answer:** Yes, every Proposer must complete the HSP or their Proposal will be disqualified.
- **Question:** If my company is based outside of the State of Texas, do I have to fill out an HSP?
  - **Answer:** Yes, your company's place of business is not considered for a HSP.
- **Question:** What are the cases that would exempt a company from filling out a HSP for this RFP?
  - **Answer:** None. Every Proposer must complete an HSP or their Proposal will be disqualified.
- **Question:** What is the biggest reason a Proposal may be disqualified during the RFP process?
  - **Answer:** **HSP was not received** or the Good Faith Effort was not met.

Slide 24

## Before Proposal Submission



You may send the HSP to the HUB Coordinator for a preliminary review.

**\*BEFORE May 15, 2017 12:00pm**

Slide 25

## UT System HUB Program Contact Details

**Cynthia Booker**  
 UT System Administration  
 Office of HUB Development  
 Office: 409-772-1353  
[cbooker@utsystem.edu](mailto:cbooker@utsystem.edu)

For a preliminary review of your HUB Plan, you must submit by **May 15, 2017 12:00 pm**

**HSP must be submitted with your proposal response.**  
 Responses that do not include an HSP will be rejected as a material failure to comply with advertised specifications in accordance with the request for proposals.

Slide 26

## MD Anderson Supplier Portal

SciQuest Sourcing Director

**Secure Account Login**

Welcome to the University of Texas at MD Anderson Supplier Management Portal. Please login to begin.

Please login to view the sourcing event.

Email

Password

[Trouble logging in?](#)

To create a new account please click the button below.

Please contact MD Anderson Supply Chain Management Help Desk at [SupplyChainHelpdesk@mdanderson.org](mailto:SupplyChainHelpdesk@mdanderson.org) or +1 (713) 745-7997 for assistance.

powered by **SciQuest**

Slide 27

## SciQuest Tips

- Upload Files
  - SciQuest will only allow one attachment to be uploaded per question - if there are multiple attachments to be uploaded on a single question, you must use a ZIP file
- Answering questions
  - Review and Submit
  - Green **check** mark

Slide 28

## Key Reminders

- 
- All questions need to be submitted in SciQuest by May 12, 2017 at 5:00 PM CDT.
  - Addendums will be published in SciQuest. Addendums will include:
    - Pre-proposal Conference PowerPoint
    - List of attendees from Pre-Proposal Conference
    - Questions from suppliers & answers from UT System
    - Additional questions or information communicated about the RFP
  - Complete Your HUB Subcontracting Plan (HSP)
  - Complete & Sign The Execution Of Offer and all items in the Submittal Checklist
  - Deadline for RFP submittal is May 23, 2017 at 3:00PM CDT.

Slide 29

## Sourcing Event Contact(s)

### RFP Contacts

**Jason Stanford**

**Manager, Contracts**

Phone: 713-563-1021

E-mail: [jpstanford@mdanderson.org](mailto:jpstanford@mdanderson.org)

**Cynthia Booker**

**UT System HUB Office**

Phone: 409-772-1353

E-mail: [cbooker@utsystem.edu](mailto:cbooker@utsystem.edu)

### UTMDACC SciQuest

**Help Desk**

Phone: 713-745-7997

E-mail: [SupplyChainHelpdesk@mdanderson.org](mailto:SupplyChainHelpdesk@mdanderson.org)

Slide 30

## RFP Q&A



**Thank you for your participation!**

Slide 31

## Attendee Report:

## UTS/A62 - Preproposal Conference

Report Generated:

5/9/17 10:55 AM CDT

**Webinar ID**

418-505-235

**Actual Start Date/Time**

5/9/17 9:52 AM CDT

**Duration**

46 minutes

**# Registered**

9

## Attendee Details

<b>Attended</b>	<b>Last Name</b>	<b>First Name</b>	<b>Organization</b>
Yes	Deshabatla	Rajesh	KMM
Yes	Jones	Emma	Brooks
Yes	Meliones	Cheryl	Brooks
Yes	Mize	John	Brooks
Yes	O'Nan	Anna	Brooks
Yes	Wallop	Jamie	IMS
Yes	Lombrana	Alicia	UT System
Yes	Rando	Jeff	UT System
Yes	Kuo	Tina	UT System



RFP Submittal Deadline: **May 23, 2017** at **3:00 PM**  
**Houston, TX Time**

Addendum Issue Date: **May 11, 2017**

**ADDENDUM 3**  
REQUEST FOR PROPOSAL  
UTS/A62  
Software Services for The UT  
System Health Biobank

ACKNOWLEDGEMENT OF THIS ADDENDUM 3 IS REQUIRED IN ACCORDANCE WITH **SECTION 1.2 OF APPENDIX ONE**, TO THE RFP. THIS RFP ADDENDUM IS A FURTHERANCE OF RFP **UTS/A62** AND IS NOT A CONTRACT OR OFFER TO CONTRACT.

This Addendum 3 has been issued to correct an oversight that was identified within **SECTION 6 – PRICING SCHEDULE AND AFFIRMATION**. The below identifies how the “incorrect” text in **SECTION 6 – PRICING SCHEDULE AND AFFIRMATION** currently reads, and the applicable “change to” text of how the text should actually read:

**Document Header**

Incorrect: UTS/A45  
Change To: UTS/A62

**Section 6.2**

Incorrect: Ref: Preferred Supplier of Primary and Secondary Antibodies  
RFP No.: UTS/A45

Change To: Ref: Preferred Supplier of Software Services for the UT System Health Biobank  
RFP No.: UTS/A62

Incorrect: Proposer agrees that if Proposer is awarded an agreement under this RFP, it will provide to UT System a quarterly administrative fee of 2% of the Total Net Sales made by Preferred Supplier under the Agreement. [Note to Proposer: this will be addressed in the Agreement's Scope of Work.] “Total Net Sales” means the total dollar amount of all sales of Antibodies that are made by Preferred Supplier to Institutional Participants, less credits, returns, taxes, and unpaid invoices. The administrative fee will be used by UT System to provide support for implementation, administration, monitoring, and management of the Agreement.

Change To: Proposer agrees that if Proposer is awarded an agreement under this RFP, it will provide to UT System an administrative fee of two percent (2%) of the Total Net Sales made by Preferred Supplier under the Agreement, as described in Section 5.2.1 of this RFP. [Note to Proposer: this will be addressed in the Agreement's Description of Services.] “Total Net Sales” means the total dollar amount of all

sales of the subject Services that are made by Preferred Supplier to Institutional Participants, less credits, returns, taxes, and unpaid invoices.

Proposers must still complete and execute the PRICING SCHEDULE AND AFFIRMATION as originally instructed by the RFP, while acknowledging this Addendum 3 as confirmation of their understanding to the changes made to the text identified above.

**All other terms, conditions and requirements set forth in RFP UTS/A62 remain unchanged and in effect.**

**END OF ADDENDUM 3**



RFP Submittal Deadline: **May 26, 2017** at **9:00 AM**  
**Houston, TX Time**

Addendum Issue Date: **May 19, 2017**

**ADDENDUM 4**  
REQUEST FOR PROPOSAL  
UTS/A62  
Software Services for The UT  
System Health Biobank

ACKNOWLEDGEMENT OF THIS ADDENDUM 4 IS REQUIRED IN ACCORDANCE WITH **SECTION 1.2 OF APPENDIX ONE**, TO THE RFP. THIS RFP ADDENDUM IS A FURTHERANCE OF RFP **UTS/A62** AND IS NOT A CONTRACT OR OFFER TO CONTRACT.

This Addendum 4 has been issued to extend the submittal deadline date as follows:

**Previously:** Tuesday, May 23, 2017 at 3:00 PM Houston Time

**Revised To:** Friday, May 26, 2017 at 9:00 AM Houston Time

As a reminder, all Proposers are strongly encouraged to closely review the sections related to the HUB requirements. The number one reason that proposals are disqualified is noncompliance with the HUB requirements associated with proposal submission. The Evaluation Team is not allowed to review proposals that do not properly comply with the HUB requirements.

Questions related to the HUB requirements can be directed to:

**Cynthia Booker**  
**UT System HUB Office**  
**Phone: 409-772-1353**  
**E-mail: [cbooker@utsystem.edu](mailto:cbooker@utsystem.edu)**

**All other terms, conditions and requirements set forth in RFP UTS/A62 remain unchanged and in effect.**

**END OF ADDENDUM 4**