



REQUEST FOR PROPOSAL

**RFP No. 720-2219
Intellectual Property Management Solution**

Proposal Submittal Deadline: Tuesday, September 13, 2022 at 2:30 PM CST

The University of Texas System
Office of Innovation and Strategic Investment

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TABLE OF CONTENTS

SECTION 1: <u>INTRODUCTION</u>	1
SECTION 2: <u>NOTICE TO PROPOSER</u>	4
SECTION 3: <u>SUBMISSION OF PROPOSAL</u>	7
SECTION 4: <u>GENERAL TERMS AND CONDITIONS</u>	9
SECTION 5: <u>SPECIFICATIONS AND ADDITIONAL QUESTIONS</u>	10
SECTION 6: <u>PRICING AND DELIVERY SCHEDULE</u>	16
SECTION 7: <u>INFORMATION SECURITY REQUIRMENTS ATTESTATION</u>	18

Attachments:

<u>APPENDIX ONE:</u>	PROPOSAL REQUIREMENTS
<u>APPENDIX TWO:</u>	SAMPLE AGREEMENT
<u>APPENDIX THREE:</u>	ACCESS BY INDIVIDUALS WITH DISABILITIES
<u>APPENDIX FOUR:</u>	HIGHER EDUCATION VENDOR ASSESSMENT TOOL (HECVAT)
<u>APPENDIX FIVE:</u>	CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
<u>APPENDIX SIX:</u>	ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS
<u>APPENDIX SEVEN:</u>	SECURITY CHARACTERISTICS AND FUNCTIONALITY OF CONTRACTOR'S INFORMATION RESOURCES

SECTION 1

INTRODUCTION

1.1 Description of The University of Texas System

The University of Texas System has served Texas for more than 135 years, improving the lives of Texans—and people all over the world—through education, health care and research at [13 academic and health institutions](#) across the state. With an enrollment of almost 243,000 students, the UT System is one of the nation's largest public university systems of higher education.

UT institutions are powerful drivers of economic and social mobility in Texas, producing more than 67,000 degrees annually, including more than one-third of the state's bachelor's degrees and more than half of the state's medical degrees. Almost half of all undergraduate degrees are awarded to students who qualify for a Pell grant based on financial need while enrolled at a UT institution. Sixty percent of undergraduates who received need-based financial aid double their parents' income within five years of earning a UT degree.

More than three-fourths of undergraduate students secure jobs in Texas within a year after graduation, providing a skilled workforce and fueling the state's economy. According to Georgetown University's Center on Education and the Workforce, a UT degree's return on investment is among the best in the nation.

The UT System also is one of the largest employers in the state with 22,000 faculty – including Nobel laureates and members of National Academies – and 93,000 health care professionals, researchers and staff.

Creating a healthier Texas is a fundamental mission of UT institutions, which award more than 15,000 health-related degrees annually. The UT System is poised to open its seventh medical school in Tyler in 2023. UT-owned and affiliated hospitals and clinics – supported by thousands of doctors, physician assistants, nurses and other health care providers – accounted for more than 10.6 million outpatient visits and over 2 million hospital days in 2021.

In addition to world-class patient care, UT researchers are on the front lines of advancing treatments and therapies for deadly and debilitating diseases. Life-changing and life-saving research and invention of new technologies regularly place UT institutions among the top 10 world's most innovative universities, according to Reuters and the National Academy of Inventors. Total research spending across the 13 UT institutions exceeds \$3.5 billion annually, the most in Texas, and the UT System is No. 1 in Texas and No. 2 in the nation in federal research expenditures among public higher education systems.

1.2 Background and Special Circumstances

Researchers, inventors, and innovators from across the University of Texas (UT) System create new knowledge, engineer new products, redefine outdated processes, and develop novel services all with the goal of advancing humanity. The broad process of transferring laboratory research/knowledge to society is known as technology transfer or

technology commercialization. Affiliate universities within the UT System have dedicated offices aimed supporting the technology transfer/commercialization process. To facilitate this process, the University of Texas (UT) System Office of Talent and Innovation (OTI) provides access to software solutions that help our affiliate universities manage their knowledge assets.

Across all 13 UT System universities, there are over 80 active users needing access to a robust, reliable, and adaptable software solution to help manage the knowledge supply chain lifecycle. This process includes the management of invention disclosures, patent filings, agreement tracking, financial modeling, and many others.

To support the operational success and growth of our affiliate universities knowledge assets, the UT System OTI and our affiliate universities require a software solution that aids in the academic knowledge transfer process. We specifically require a solution that assist with:

1. Project/data management
2. Data tracking
3. Business intelligence and data analytics
4. Customer relations management and marketing.

NOTICE TO PROSPECTIVE PROPOSERS: The 87th Texas Legislature has created a new requirement under the Department of Information Resources (DIR) relating to any vendor who stores or maintains state/higher education data on cloud computing services. Effective 1/1/2022 any vendor/entity that contracts with *and* who uses cloud computing services must complete this TX-RAMP certification program through the State of Texas DIR. Be aware that by responding to this solicitation, if applicable, Proposers will be required to obtain additional certifications in order to contract for services. The TX-RAMP certification program is managed and operated by DIR. For more information about this certification program, including where to find the listing of those vendors already approved, please visit: <https://dir.texas.gov/texas-risk-and-authorization-management-program-tx-ramp>.

1.3 Objective of Request for Proposal

The University of Texas System is soliciting proposals from qualified vendors to perform work (**Work**) more specifically described in **Section 5.4** (Scope of Work) of this Request for Proposal (**RFP**).

1.4 Group Purchase Authority

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

institutions in the purchase contemplated by this RFP. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until 2:30 p.m., Central Standard Time (“CST”) on Friday, September 13, 2022 (the “**Submittal Deadline**”).

2.2 University Contact Person

Proposers will direct all questions or concerns regarding this RFP via Bonfire portal.

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) through Bonfire portal, or (ii) if questions relate to Historically Underutilized Businesses, to HUB Coordinator (ref. **Section 2.5** of this RFP).

University must receive all questions or concerns no later than 5:00 p.m. August 23, 2022.

University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection

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

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

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

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

2.3.1 Threshold Criteria Not Scored

- A. Ability of University to comply with laws regarding Historically Underutilized Businesses; and
- B. Ability of University to comply with laws regarding purchases from persons with disabilities.

2.3.2 Scored Criteria

- A. Cost (20%)
- B. Vendor Experience (5%)
- C. Solution Requirements (40%)
- D. Onboarding and Data Migration (20%)
- E. Ongoing Customer Service (15%)

2.4 Key Events Schedule

Issuance of RFP	August 15, 2022
Pre-Proposal Conference (ref. Section 2.6 of this RFP)	August 18, 2022
Deadline for Questions / Concerns (ref. Section 2.2 of this RFP)	August 23, 2022 @ 5:00 p.m.
Submittal Deadline (ref. Section 2.1 of this RFP)	2:30 p.m. CST on Tuesday, September 13, 2022

2.5 Historically Underutilized Businesses

- 2.5.1 All agencies of the State of Texas are required to make a good faith effort to utilize historically underutilized businesses (each a **HUB**) in contracts. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies and state universities. Pursuant to the HUB program, if a Contractor plans to subcontract any of the Services under the terms of any agreement or contractual arrangement *resulting from* this RFP, then the Contractor must make a good faith effort to utilize HUBs certified by the State of Texas. Proposals that fail to comply with the requirements contained in the HUB Subcontracting Plan (HSP) referred to in section 2.5.3 will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. **Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP.** Furthermore, any subcontracting of the Services by Proposer is subject to review by University to ensure compliance with the HUB program.
- 2.5.2 University has reviewed this RFP in accordance with [Title 34, Texas Administrative Code, Section 20.285](#), and has determined that subcontracting opportunities (HUB and/or Non-HUB) are probable under this RFP. The HUB subcontracting participation goal for this RFP is **26% of the expected value of the Proposer's entire proposal.**
- 2.5.3 A HUB Subcontracting Plan (**HSP**) is **required** as part of, *but submitted separately from*, Proposer's proposal. The HSP will be developed and administered in accordance with University's Policy on Utilization of Historically Underutilized Businesses and incorporated for all purposes.

Each Proposer, whether HUB certified or not, and whether self-performing or planning to subcontract, must complete and return the HSP in accordance with the terms and conditions of this RFP. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with [§2161.252, Government Code](#).

Questions regarding the HSP may be directed to:

Contact: Kyle Hayes
HUB Coordinator
Phone: 512-322-3745
Email: khayes@utsystem.edu

Proposer will not be permitted to change its HSP after the deadline submittal date unless: (1) Contractor completes a new HSP, setting forth all modifications requested by Contractor, (2) Contractor provides the modified HSP to University, (3) University HUB Program Office approves the modified HSP in writing, and (4) all agreements resulting from this RFP are amended in writing to conform to the modified HSP.

Instructions on Completing an HSP

Proposer must visit <https://www.utsystem.edu/offices/historically-underutilized-business/hub-forms/hub-plan-templates-commodities-services-procurement> to download the most current HUB Subcontracting Plan (HSP) / Exhibit H form for use with this RFP. Proposer will find on the HUB Forms webpage a link to "Guide to Selecting the Appropriate HSP Option". **Click on this link and read the Guide first before selecting an HSP Option.** Proposer shall select from the **five (5) Options** available, the Option that is most applicable to Proposer's subcontracting intentions. These forms are in **fillable** PDF format and must be downloaded and opened with *Adobe Acrobat / Reader* to utilize the fillable function. **Each Option is accompanied by an HSP Completion Guide.** If Proposer has any questions regarding which Option to use, *Proposer shall contact the HUB Coordinator listed in Section 2.5.3.*

Proposer must complete the HSP, then print, sign (electronic signatures are acceptable) and scan *all pages* of the HSP Option selected, with additional support documentation*, **and submit via Bonfire portal no later than the proposal submittal deadline date and time.**

Each Proposer's HSP will be evaluated for completeness and compliance prior to opening the proposal to confirm Proposer compliance with HSP rules and standards. Proposer's failure to submit one (1) completed and signed HUB Subcontracting Plan **to the Bonfire portal** will result in University's rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

***If Proposer's submitted HSP refers to specific page(s) / Sections(s) of Proposer's proposal that explain how Proposer will perform entire contract with its own equipment, supplies, materials and/or employees, Proposer must submit copies of those pages with the HSP sent to the Bonfire Portal. In addition, all *solicitation emails* to potential subcontractors must be included as backup documentation to the Proposer's HSP to demonstrate Good Faith Effort.** Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.

- 2.5.4 University may offer Proposer an opportunity to seek **informal review of its draft HSP** by University's HUB Office before the Submittal Deadline. If University extends this offer, **details will be provided at the Pre-Proposal Conference** (ref. **Section 2.6** of this RFP) or by other means. Informal review is designed to help address questions Proposer may have about how to complete its HSP properly. Concurrence or comment on Proposer's draft HSP by University will *not* constitute formal approval of the HSP and will *not* eliminate the need for Proposer to submit its final HSP to University as instructed by **Section 2.5.3.**

2.6 Pre-Proposal Conference

University will hold a pre-proposal conference at 1:30 p.m., Central Time on August 18, 2022. The pre-proposal conference will allow all Proposers an opportunity to ask University's representatives relevant questions and clarify provisions of this RFP.

Potential respondents must RSVP using the following link to receive the pre-proposal conference details:

https://teams.microsoft.com/registration/X505YZwk0ESyca3Ch_Mj_w,pRaOLZWXKkasL4ceuKabg,kupbFFRNXU67Yb_xuyky7Q,chgme4xa0UeEHQ3hpZ6Kgw,A5444mt2VkaENYZeGK0AcQ,NR-MXEsCw0eZhWbjp11GvA?mode=read&tenantId=61399d5f-249c-44d0-b271-adc287f323ff

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Submission

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1**) Via University Bonfire portal.

3.2 Proposal Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of one hundred and twenty (120) 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, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (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 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 and Additional Questions (ref. **Section 5** of this RFP);

3.3.1.2. Agreement (ref. **Section 4** and **APPENDIX TWO**);

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

3.3.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

3.4 Submittal Checklist

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

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

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

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

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

3.4.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5**)

3.4.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** and **APPENDIX THREE, FOUR, SIX, and SEVEN**).

SECTION 4

GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Agreement (ref. APPENDIX TWO) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a redlined version of APPENDIX TWO and a detailed list of reasons for the exceptions as part of its proposal in accordance with Section 5.3.1. Proposer's exceptions will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then University may consider Proposer's exceptions when University evaluates the Proposer's proposal.

Additionally, Proposer must submit as part of its Proposal all terms and conditions that it proposes to include in any contract or agreement resulting from this RFP (such as software license terms and conditions) in accordance with **Section 5.3.1** of this RFP. Proposer bears all risk and responsibility for its failure to include such terms and conditions in its Proposal. The University will not be bound by or required to accept or agree to any terms and conditions that a Proposer includes (or fails to include) in its Proposal.

SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

The minimum requirements and the 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. As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the “**Contractor.**”

Contract Term: University intends to enter into an agreement with the Contractor to perform the Services for an initial three (3) year base term, with the option to renew for two (2) additional one (1) year renewal periods, upon mutual written agreement of both parties.

Approval by the Board of Regents: No Agreement resulting from this RFP will be effective for amounts exceeding one million dollars (\$1,000,000) until approved by the Board of Regents of The University of Texas System.

Disclosure of Existing Agreement: University has an existing Master License and Service Agreement with WellSpring Worldwide, Inc.

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 3-year history of working with a Higher Education institution or a minimum of 10 active agreements with Higher Education Institutions
- 5.2.3 Certification or precertification proof of being TX-RAMP or FED-RAMP approval

5.3 Additional Submittals Specific to this RFP

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

- 5.3.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must redline APPENDIX TWO and include **APPENDIX TWO** as part of its Proposal. If Proposer agrees with terms or conditions set forth in the **APPENDIX TWO**, Proposer will submit a written statement acknowledging it.
- 5.3.2 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [§2252.908, Government Code](#)) and [1 TAC §§46.1 through 46.5](#)) as implemented by the Texas Ethics Commission (**TEC**), including, among other things, providing TEC and University with information required on the form promulgated by TEC and set forth in **APPENDIX FIVE**. *Proposer may learn more about these disclosure requirements, including applicable exceptions and use of the TEC electronic filing system, by reviewing [§2252.908, Government Code](#), and information on the TEC website at https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php. **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.***
- 5.3.3 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 THREE, 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. NOTE THAT PROPOSER IS REQUIRED TO SUBMIT COMPLETED VPAT (VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE) WITH PROPOSAL. VPAT document to complete is located at the following website: <https://www.itic.org/dotAsset/47d8492f-a78a-46b8-b41a-fd656d773c5a.doc>.

- 5.3.4 In its proposal, Proposer must respond to each item listed in **APPENDIX SIX, Electronic and Information Resources (EIR) Environment Specifications**. **APPENDIX SIX** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX SIX** will be incorporated into the Agreement and will be binding on Contractor.
- 5.3.5 In its proposal, Proposer must respond to each item listed in **APPENDIX FOUR, Higher Education Vendor Assessment Tool (HECVAT)**.
- 5.3.6 In its proposal, Proposer must respond to each item listed in **APPENDIX SEVEN, Security Characteristics and Functionality of Contractor's Information Resources**. **APPENDIX SEVEN** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX SEVEN** will be incorporated into the Agreement and will be binding on Contractor.

5.4 Scope of Work

Contractor will provide the following to the University:

Records Management Solution ("**Solution**") for all matters related to Intellectual Property ("**IP**") records, agreements negotiations, financials, and easy to use Business Intelligence ("**BI**") tool to extract informed reports all matters inclusive. The Solution must include the following:

- 5.4.1 Resource Management – Solution must include but not limited to the following data import, records management, and data organization features:
 - A. Data organization that allows the user to create master project ("**Project**") files with a hierarchy that allows the attachment of various files under specific projects. This includes:
 - 1. All records management data organized in a way to ensure easy visibility with organized invention records, patent families, Trademarks and Copyrights.
 - 2. May have the ability to store copyright literature and software source codes.
 - B. Unique Project name creation for each Project that is software generated and user chosen.
 - C. Ability to link various documents within a Project file.
 - 1. For example, the ability to attach intellectual property documents to invention disclosures or the ability to centrally manage invention disclosures, patents, and emails within a Project file
 - D. Ability to add and store contact information for each Project file
 - E. Integrated email tracking function with the ability to attach/share email records within a Project file
 - F. Ability to input financial records in multi-currency.
 - G. Ability to create customizable electronic documents such as invention disclosures

- H. Ability to share restricted access to 3rd party individuals to update records, submit online invention disclosures, track progress and access individual's portfolio.
 - 1. For example, the portfolio manager should have ability to create profile for a individual inventor. Wherein the inventor should have ability to input/update date. Have limited visibility access to the individuals updated portfolio, royalties receivables and financial records.
- I. Ability to import data directly to specific Project
 - 1. Must be able to import, at a minimum, the following filing file formats: .docx, .html, PDF, .csv, .ppt, .pst, .ost

Additionally, University would like a Solution that allows for automated notifications or reminders to help users track Project workflow and milestones. (e.g. license terms, reimbursed expenses, invoices, payments received, patent deadlines, etc.)

- 5.4.2 BI tools – Solution must include but not limited to the following features for Data Search, Query and built-in BI tools for Data Analytics, Reports, and Exports:
- a. Query and search tools focused on identifying keywords, invention disclosures, patents, agreements, notes, documents, organizations, receivables, payments, and other records.
 - b. Ability to input and execute SQL queries (or similar code) to retrieve specific data from the database.
 - c. Data dashboard and graphical reporting tools to track inventions, patents, and agreements.
 - d. Downloadable data into CSV files ideally including the following options:
 - i. Raw text file data
 - ii. Data visualizations, charts, and graphs

Additionally, University would like a Solution that provides the following features:

- a. Customizable query functionality allowing users to create and filter searches based on specific timelines, document types, technology fields, financial information, inventor name, etc.
- b. Customizable report builder allowing users to obtain a snapshot of their entire portfolio (e.g. snapshot of the population data) and individual projects (e.g. granular information).
- c. Data visualization platform that allows the user to examine multiple data filters or variables.
 - i. Variables should minimally include:
 - 1. Dates and Timeframes (e.g. months, years, etc.)
 - 2. Keyword search on all matters with the ability to use operators (AND, OR, NOR etc.)
 - 3. Research Field (e.g. biologics, therapeutics, materials, agriculture, etc.)
 - 4. Document type (e.g. invention disclosure, patent application, patents granted, license agreements, options, etc.)
 - 5. Financial Information (e.g. expenses, royalties, forecasting models, etc.)
 - 6. Active or Inactive projects
 - ii. Data visualization options should minimally include:

1. Customizable chart types (e.g. bar graphs, line graphs, heatmaps pie charts, etc.)
2. Customizable chart content
3. The ability to uniquely add variables (e.g. licensed revenue, number of active licenses, invention disclosures, research field, dates, etc.)

5.4.3 Customer Relations Management (“**CRM**”) and Technology Marketing - Solution must include but not limited to the following features:

- a. Integrated customer relations management function to help universities market available technologies
- b. Large-scale sharing of non-confidential research summaries, university start-ups, and faculty expertise

Additionally, University would like a Solution that provides the following CRM and marketing features:

- a. Integrated online licensing function
- b. Ability to create customizable portfolio pages based off unique variables such as research field, date, inventor name, etc.

5.4.4 Ongoing Customer Service – Solution must come with the following ongoing customer services

- a. Biannual data reports covering population usage data such as the number of users, number of logins, total amount of usage time, number of new users, etc.
- b. Support with the addition of adding new users to the software solution with a maximum response time of 1-week
- c. Provide biannual updates to the account holder on who the account manager will be for the ensuing 6-month period
- d. Notifications on any upcoming software updates or any changes in personnel that will directly influence the primary point of contact of the account holder within a 21-day time period

Additionally, University would like a Solution that provides the following customer service:

- a. 24/5 customer support service with 48-hour responses on services tickets
- b. Onboarding training materials, user manuals, and general guidance on the Solution
- c. Planned and co-delivered semiannual trainings for all users including additional solution functions

5.5 Additional Questions Specific to this RFP

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

Vendor Experience (5%)

1. Provide references from three (3) of Proposer's customers from the past five (5) years for services that are similar in scope, size, and complexity to the Services described in this RFP.

Provide the following information for each customer:

- Customer name and address
 - Contact name with email address and phone number
 - Time period in which work was performed
 - Short description of work performed.
2. Has Proposer worked with University institutions in the past five (5) years? If "yes," state University institution name, department name, department contact, and provide a brief description of work performed.
 3. Provide Proposer's company business profile including years in business, structure of organization, types of clients served, number of employees and other relevant information.

Solution Requirements (40%)

4. Describe in detail how Proposer's Solution meets the requirements listed in Section 5.4 of this Statement of Work.
 - a. Provide documentation that demonstrates the proposed Solution meets the must have features outlined in Section 5.4 (e.g. screen shots, marketing materials, manuals, etc.).
5. List any core ("must have") requirements that the Proposer's Solution does not meet (ref. Section 5.4 of this RFP).
 - a. Provide any recommendation on alternatives work around or solutions customizations?
6. List any non-core ("would like") features the Proposer's Solution does not meet (ref. Section 5.4 of this RFP)?
 - a. Provide documentation that demonstrates the proposed solutions meets the non-required features outlined in Section 5.4 (e.g. screen shots, marketing materials, manuals, etc.).
 - b. Provide any recommendations on alternative work arounds or solutions customizations
7. Describe the key strengths of Proposer's Solution (e.g. how is Proposer Solution is differentiated from other providers?)

Onboarding Plan and Data Migration (20%)

8. Our affiliate institutions have over 7 years of data embedded into our current solution, describe the proposed plan and timeline to onboard/implement the individual institutions.
9. Outline the time it would take to onboard ~80 new users.
10. Describe the support and training the Proposer would offer while onboarding users.

11. Detail what support is included for data import and upload from current software platform. The current data to import will include the following:
 - a. Invention disclosure forms
 - b. Intellectual property information
 - c. Contractual agreements
 - d. Communications and notes amongst internal/external stakeholders
 - e. Financial information

Ongoing Customer Service (15%)

12. Describe in detail the process of software updates.
 - a) Provide examples of when the Prosper performed a software update.
 - i. How often does the solution require software updates?
 - ii. Are the software updates planned? If so, how are they communicated to the users?
 - iii. What does the software update process look like?
 - iv. What is the annual down-time of the solution?
 - v. What were the outcomes of the update?
13. Briefly outline Proposer's account management philosophy.
 - a) Provide the UT System with an account manager or primary point-of-contact.
 - i. Include their name, email, and title
 - ii. How often does Proposer interact with the UT System contract administrator and the primary institutional users?
 - b) Describe Proposer's customer support approach.
 - i. What is the expected response time for the account management team when responding to UT System staff?
 - ii. What is the expected response time for escalated customer service team members to members of the University staff?
14. Detail Proposer's approach to sharing user metrics with the account holder (UT System)
 - a) What is the response time for the account holder's request for user metrics?
 - b) What user metrics does the Prosper provide to the account holder (e.g. number of users, number of annual log-in's, time actively using the website)?

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

RFP No.: 720-2219 - Intellectual Property Management Solution

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the required pursuant to the above-referenced Request for Proposal upon the terms quoted (firm fixed price) below. The University will not accept proposals which include assumptions or exceptions to the work identified in this RFP.

6.1 Pricing for Services Offered (20%)

Provide the Annual fee for Solution, at a minimum fee must include all core requirements listed in section 5.4 for ~80 users.

\$ _____

University will *not* reimburse Contractor for expenses.

6.2 Pricing Summary

Proposer must provide breakdown of pricing provided in Section 6.1. Summary should provide Proposer's pricing structure and breakdown of annual fees for core and non-core Solution requirements.

6.3 Discounts

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

6.4 Delivery Schedule of Events and Time Periods

Indicate number of calendar days needed to commence the Services from the execution of the services agreement:

_____ Calendar Days

6.5 Payment Terms

University's standard payment terms are "net 30 days" as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

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

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: _____% _____ days / net 30 days.

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Proposer agrees to accept payments from University through those methods, including the automated clearing house system ("ACH"). Proposer agrees to provide Proposer's banking information to University in writing on Proposer letterhead signed by an authorized representative of Proposer. Prior to the first payment, University will confirm Proposer's banking information. Changes to Proposer's bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Proposer.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Tax Code](#), and [Title 34 TAC §3.322](#). Pursuant to [34 TAC §3.322\(c\)\(4\)](#), University is not required to provide a tax exemption certificate to establish its tax exempt status.

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

SECTION 7

INFORMATION SECURITY REQUIREMENTS ATTESTATION

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

RFP No.: 720-2219 - Intellectual Property Management Solution

This completed document, signed by Proposer’s designated Chief Information Security Officer (CISO) or equivalent is attestation that Proposer will be able to meet UT System Information Security Requirements in **APPENDIX SEVEN** and that the answers to questions in **APPENDIX SEVEN** and **APPENDIX FOUR** are valid and accurate.

By my signature below, I hereby certify that:

- I have the necessary authority to execute this agreement between my Agency and UT System.
- I have read, understand and confirm that Proposer is able to comply with all of the terms and conditions of UT System Information Security Requirements in **APPENDIX SEVEN**.
- I confirm that Proposer responses to questions in **APPENDIX SEVEN** and **APPENDIX FOUR** are valid and accurate.
- Post award, I agree that Proposer will comply with UT System Information Security Requirements in **APPENDIX SEVEN**.

Proposer: _____

By: _____
(Authorized Signature of Chief Information Security Officer or Equivalent)

Name: _____

Title: _____

Date: _____

**APPENDIX ONE
PROPOSAL REQUIREMENTS**

TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION..... 1

SECTION 2: EXECUTION OF OFFER 4

SECTION 3: PROPOSER'S GENERAL QUESTIONNAIRE 7

SECTION 4: ADDENDA CHECKLIST 9

SECTION 1

GENERAL INFORMATION

1.1 Purpose

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

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

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

1.2 Inquiries and Interpretations

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

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

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

1.3 Public Information

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

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

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

1.4 Type of Agreement

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

1.5 Proposal Evaluation Process

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

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

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

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

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

1.6 Proposer's Acceptance of RFP Terms

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

1.7 Solicitation for Proposal and Proposal Preparation Costs

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

1.8 Proposal Requirements and General Instructions

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.
- 1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

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

1.9.2 Execution of Offer

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

1.9.3 Pricing and Delivery Schedule

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

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

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

1.9.4 Proposer's General Questionnaire

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

1.9.5 Addenda Checklist

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

1.9.6 Submission

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

University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the HSP as required by **Section 2.5** of this RFP. University will not accept proposals submitted by email, telephone or FAX transmission.

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

SECTION 2

EXECUTION OF OFFER

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

- 2.1 Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:
- 2.1.1 Proposer will furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
 - 2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
 - 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of the Services.
 - 2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
 - 2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.
 - 2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 2.1.10 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, UT SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
 - 2.1.11 Pursuant to §§[2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.
 - 2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.
 - 2.1.13 Pursuant to [Chapter 2271, Texas Government Code](#), Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Proposer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
 - 2.1.15 Pursuant to Chapter 2274, *Texas Government Code (enacted by [SB 19, 87th Texas Legislature, Regular Session \(2021\)](#))*, Proposer verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of any contract or agreement resulting from this RFP against a firearm entity or firearm trade association. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.
 - 2.1.16 Pursuant to Chapter 2274, *Texas Government Code (enacted by [SB 13, 87th Texas Legislature, Regular Session \(2021\)](#))*, Proposer verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of any

contract or agreement resulting from this RFP. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.

- 2.1.17 Pursuant to Section 161.0085, *Texas Health and Safety Code* (enacted by [SB 968, 87th Texas Legislature, Regular Session \(2021\)](#)), Proposer certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Proposer's business. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
- 2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this [Execution of Offer](#), or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.
- 2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.
- 2.4 Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., Business and Commerce Code](#), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.
- 2.6 Child Support Certification.** Under [§231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.
- 2.7 Relationship Certifications.**
- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of UT System, on the other hand, other than the relationships which have been previously disclosed to University in writing.
 - Proposer has not been an employee of any member institution of UT System within the immediate twelve (12) months prior to the Submittal Deadline.
 - No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. [§669.003, Government Code](#)).
 - All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.
- 2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](#)) 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.
- 2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this [Execution of Offer](#). All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.
- 2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965\(c\), Health & Safety Code](#), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, Health & Safety Code](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328, §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.
- 2.12 Conflict of Interest Certification.**
- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
 - Proposer's provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
 - Proposer has disclosed any personnel who are related to any current or former employees of University.
 - Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.

2.13 Proposer Compliance and Certification Relating to Cloud Computing Services. Section 2054.0593 of the *Texas Government Code* (enacted by [SB 475, 87th Texas Legislature, Regular Session \(2021\)](#)) requires the Texas Department of Information Resources (DIR) to establish and implement a state risk and authorization management program to provide a standardized approach for security assessment, authorization, and continuous monitoring of cloud computing services that process the data of Texas state agencies. DIR by rule shall prescribe (1) the categories and characteristics of cloud computing services subject to the state risk and authorization management program and (2) the requirements for certification through the program of vendors that provide cloud computing services. DIR shall evaluate vendors to determine whether a vendor qualifies for a certification issued by DIR reflecting compliance with program requirements. Texas state agencies must ensure that each contract for cloud computing services that the agency enters into or renews on or after January 1, 2022, complies with Section 2054.0593.

As a result, Proposer certifies that if selected it will comply with the requirements of such a state risk and authorization management program and maintain program compliance and certification throughout the term of any contract or agreement resulting from this RFP. Proposer understands and agrees that the University may not enter into or renew any contract or agreement resulting from this RFP with Proposer to purchase cloud computing services for the University that are subject to the state risk and authorization management program unless the Proposer demonstrates compliance with program requirements. Proposer acknowledges that any contract or agreement resulting from this RFP may be terminated and payment withheld if Proposer does not comply with this Section.】

214 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.: 720-2219 - Intellectual Property Management Solution

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER §§[552.021](#) AND [552.023](#), *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER [§559.004, GOVERNMENT CODE](#), INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name / Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

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

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

3.1 Proposer Profile

3.1.1 Legal name of Proposer company:

Address of principal place of business:

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

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

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

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

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

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

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

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

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

- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to [§231.006, Family Code](#), and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)), and other applicable law.

3.2 Approach to Project Services

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.
- 3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:
- 3.2.3.1 Identification of tasks to be performed;
 - 3.2.3.2 Time frames to perform the identified tasks;
 - 3.2.3.3 Project management methodology;
 - 3.2.3.4 Implementation strategy; and
 - 3.2.3.5 The expected time frame in which the services would be implemented.
- 3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

3.3 General Requirements

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

3.4 Service Support

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

3.5 Quality Assurance

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

3.6 Miscellaneous

- 3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

SECTION 4

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

Ref.: Intellectual Property Management Solution

RFP No.: 720-2219

Ladies and Gentlemen:

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

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

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

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX TWO
SAMPLE AGREEMENT
(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX THREE

ACCESS BY INDIVIDUALS WITH DISABILITIES

Access by Individuals with Disabilities: Contractor represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Contractor provides to University under this Agreement (**EIRs**) comply with applicable requirements in [1 TAC Chapter 213](#) and [1 TAC §206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Contractor becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Contractor fails or is unable to do so, University may terminate this Agreement and, within thirty (30) days after termination, Contractor will refund to University all amounts University paid under this Agreement. Contractor will provide all assistance and cooperation necessary for performance and documentation of accessibility testing, planning, and execution criteria conducted by University or University's third party testing resources, as required by [1 TAC §213.38\(g\)](#).

APPENDIX FOUR
HIGHER EDUCATION VENDOR ASSESSMENT TOOL (HECVAT)
(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX FIVE

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

This is a sample Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. If not exempt under [Section 2252.908\(c\), Government Code](#), Contractor must use the Texas Ethics Commission electronic filing web page (at <https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University. **The Certificate of Interested Parties will be submitted only by Contractor to University with the signed Agreement.**

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.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 AFFIDAVIT 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			
ADD ADDITIONAL PAGES AS NECESSARY			

APPENDIX SIX

ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS

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

University is primarily a Microsoft products environment.

Basic Specifications

1. If the EIR will be hosted by University, please describe the overall environment requirements for the EIR (size the requirements to support the number of concurrent users, the number of licenses and the input/output generated by the application as requested in the application requirements).
 - A. 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?
 - B. Operating System and Version:
 - C. Web Server: Is a web server required? If so, what web application is required (Apache or IIS)? What version? Are add-ins required?
 - D. Application Server:
 - E. Database:
 - F. Other Requirements: Are any other hardware or software components required?
 - G. Assumptions: List any assumptions made as part of the identification of these environment requirements.
 - H. Storage: What are the space/storage requirements of this implementation?
 - I. Users: What is the maximum number of users this configuration will support?
 - J. Clustering: How does the EIR handle clustering over multiple servers?
 - K. 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 University 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 University full time employees (FTEs) be required? Will special training on the EIR be required by Proposer's technical staff? What is the estimated cost of required training.
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

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

Integration

1. Is the EIR authentication Security Assertion Markup Language (**SAML**) compliant? Has Proposer ever implemented the EIR with Shibboleth authentication? If not, does the EIR integrate with Active Directory? Does the EIR support TLS connections to this directory service?
2. Does the EIR rely on Active Directory for group management and authorization or does the EIR maintain a local authorization/group database?
3. What logging capabilities does the EIR have? If this is a hosted EIR solution, will University have access to implement logging with University's standard logging and monitoring tools, RSA's Envision?
4. Does the EIR have an application programming interface (**API**) that enables us to incorporate it with other applications run by the University? If so, is the API .Net based? Web Services-based? Other?
5. Will University have access to the EIR source code? If so, will the EIR license permit University to make modifications to the source code? Will University's modifications be protected in future upgrades?
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 University.

Accessibility Information

Proposer must provide the following, as required by [1 TAC §213.38\(b\)](#):

7. Accessibility information for the electronic and information resources (**EIR**)¹ products or services proposed by Proposer, where applicable, through one of the following methods:
 - (A) URL to completed Voluntary Product Accessibility Templates (**VPATs**)² or equivalent reporting templates;
 - (B) accessible electronic document that addresses the same accessibility criteria in substantially the same format as VPATs or equivalent reporting templates; or
 - (C) URL to a web page which explains how to request completed VPATs, or equivalent reporting templates, for any product under contract; and
2. Credible evidence of Proposer's capability or ability to produce accessible EIR products and services. Such evidence may include, but is not limited to, Proposer's internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results.

¹ Electronic and information resources are defined in [§2054.451, Government Code](#) and [1 TAC §213.1 \(6\)](#).

² Voluntary Product Accessibility Templates are defined in [1 TAC §213.1 \(19\)](#). For further information, see this [VPAT document](#) provided by the Information Technology Industry Council.

APPENDIX SEVEN

INFORMATION SECURITY REQUIREMENTS AND QUESTIONS

UT System Information Security Requirements

1. Multi-factor Authentication (MFA or also known as two-factor authentication-2FA), as defined by [NIST SP 800-63](#), must be applied during the following: Access to University [Confidential data](#) by any System or Application Administrators or user with elevated privileges (i.e., super users).
2. Contractor must use encryption standards approved by UT System or defined in [NIST SP 800-175B Rev. 1](#) for confidential data at rest, in motion, during processing, and for all mobile applications, websites, and portals.
3. Required by Section 2054.517 of the Texas Government Code and defined in [UTS 165 Standard 11.8](#): Before deploying an Internet website (or portal) and mobile applications that process UT System confidential data, the developer or third-party responsible for development must:
 - a. Submit the following documentation
 - I. the architectureⁱ of the website and mobile applications;
 - II. the authentication mechanism(s) for the website and applications;
 - III. the Administrator level access to data included in or accessed by the website and applications;
 - b. Subject the website, portal and applications to a vulnerability and penetration test as describedⁱⁱ; this test must be repeated every year during the contract period.
 - c. Utilize approved access and authentication mechanismsⁱⁱⁱ.
 - d. Apply MFA for Administrative or privileged user access.
4. If the Contractor/Vendor is providing a [cloud-based service](#)^{iv}, the State of Texas requires certification of TxRAMP status. See <https://dir.texas.gov/texas-risk-and-authorization-management-program-tx-ramp> for more information. UT System can work with the Contractor/Vendor for an Agency Sponsored Provisional Status. TX-RAMP Provisional Status may not be requested after January 1, 2023.
5. If Contractor is responsible for credit card processing, the current version of PCI-DSS requirements must be met.

Additional Requirements:

- UT System is required to conduct annual security risk assessments and the UT Information Security staff will request updated information from the Contractor each year. Information may include, but not limited to: Certification and Audit Reports, vulnerability scans, updated policies and the like.
- RFP Proposer finalists must be prepared to have appropriate technical security and privacy experts available to address responses in a separate presentation session for UT System.

Questions

Note: Answer the following questions as they apply to the people, processes and technology and data pursuant to this RFP.

General Security

1. Provide the name of the Chief Information Security Officer (CISO), Chief Information Officer (CIO) or equivalent positions along with a short description of his or her qualifications.
2. Are background checks and screening conducted on employees and subcontractors? If yes, what is the frequency?
3. Is a specific security framework or collection of industry standards applied to harden information systems that will interact with the services proposed, including systems that store, transmit, process, or serve UT System data to users? If so, describe these standards and their source.
4. Does the Contractor have documented policies and procedures that cover the following:

- A. Information Security
 - B. Security Incident Response and supporting procedures
 - C. Change Control and supporting procedures
 - D. Acceptable/Responsible Use
 - E. Privacy
 - F. Risk Management
 - G. Patch and Vulnerability Management
 - H. Cloud Security
 - I. Software Development Security
5. How often are security and privacy policies updated?
 6. Is there a formal Change Management process for updating policies?
 7. If application(s), whether mobile or other, are provided as part of this Proposal:
 - A. Are industry standards or a specific method/model followed for software development? If yes, what standard/model?
 - B. Are multiple, staged software development environments used for development, testing and production? If yes, describe how the environments are isolated from each other and what access controls are in place to minimize the risk of code corruption or unauthorized exposure.
 8. List an example of an administrative safeguard or best practice employed to prevent unauthorized access to UT System data.
 9. Where will UT System data be stored (answer all that apply):
 - a. In a physical (on-premise) data center, owned and/or managed by the Contractor.
 - b. In third-party storage locations not managed by the Contractor.
 - c. in Public or Private Cloud locations.
 - d. in a Cloud location outside of the United States.
 - e. Other.
 10. If UT System data will be stored in physical data center, what physical controls are in place? What level of redundancy tiering is the data center rated at?
 11. How will UT System's data be segregated from the data of other customers to prevent accidental or unauthorized access? (applies to all locations of data storage).

Cloud Security (Answer applicable questions)

1. Are any services provided hosted in a Public or Private Cloud? If yes, indicate which services and what type of hosting.
2. What industry standards, best practices or Cloud Security frameworks are followed to minimize risk to customer data, including accidental or deliberate exposure?
3. Provide an example of how Contractor's virtual systems are segregated and protected from risks.

Access and Identity Management

12. UT institutions use Microsoft's Multi-factor authentication product or Duo. Does the proposed product or service integrate with those products?
13. UT System requires multi-factor authentication (MFA, also known as two-factor Authentication-2FA) and recommends using it where possible.
14. Requirement: See description in UT System Information Security Requirements.
15. Recommendation: Any individual accessing a system that contains or has access to Confidential University Data should use 2FA.
16. Does the Contractor's service provide the option to require MFA for 'super users' and not require it for other users? Does it provide the option of applying MFA for all users?
17. Does the Contractor's implementation of MFA meet the standards as defined by NIST SP 800-63?
18. If MFA is not currently available, is there a timeframe when it will be. If so, provide estimated roadmap schedule.

19. Describe the Identity and Access Management (IAM) components of the Contractor's services including how the platform ensures accurate and consistent secure identity management of all uniquely identified individuals?
20. Summarize how IAM components are kept in sync and how they integrate with each other.
21. Summarize the process for user account provisioning and de-provisioning, including super user accounts.
22. How does the Contractor detect an account compromise of UT System-issued credentials? Provide two examples.
23. If a UT System user's password is confirmed to be compromised, what is the process to reset/disable or otherwise protect UT System data from exposure or malicious attacks?

Technical Security

24. Explain the general encryption method and algorithm (e.g. AES 256) in use for:
 - a. Data at rest
 - b. Data in motion
 - c. Data in Session state (in process)
 - d. Application data exchange and APIs (whether cloud or on premise)
 - e. Application and platform external connections
 - f. Database
 - g. Data backups
 - h. Mobile applications
25. Explain how cryptographic keys are managed, what protection mechanisms are in place, and who has access to them.
26. Summarize the process for security patch management, including roles and responsibilities, frequency, testing plan and system maintenance.
27. Are periodic vulnerability scans performed? If yes:
 - a. How often are scans conducted?
 - b. What is the process to escalate and/or prioritize and remediate identified vulnerabilities?
 - c. Do scans include databases?
 - d. Are applications scanned to detect specific code related vulnerabilities prior moving to Production?

Disaster Recovery and Business Continuity

28. Does the Contractor have a Disaster Recovery Plan (DRP). If so:
 - a. Is it supported by policies and procedures?
 - b. Is it updated periodically, If yes, how frequently?
 - c. Is it tested periodically? If yes, how frequently and what type of tests are performed?
 - d. Do all staff with a role or responsibility know about the DRP and how to access it in case of a declared disaster?
 - e. Does it include systems and services provided to customers, including UT System?
 - f. If in place, provide an outline of the DRP
 - g. If no DRP exists, describe the controls and methodology used to ensure the restoration and availability of UT System data.
29. Is a Business Continuity Plan (BCP) in place that ensures minimal disruption of services provided to UT System? If yes, what is the maximum amount of time that services may be unavailable?
30. Does a Data Backup and Recovery plan procedures exist? If yes, summarize or provide an outline of the plan. If not, describe what alternative methods will be used to ensure the restoration and availability of UT System data.
31. Will critical UT System data be backed up to an offline (completely isolated) location that can be restored in the case of a successful Ransomware attack?
32. Does the Contractor utilize an air gap or vaulted backup strategy?

33. Explain how UT System data is reliably destroyed upon request or under the terms of the contractual agreement? What evidence will be provided to System after data has been successfully destroyed?

Security Logging, Monitoring and Incident Response

34. Do the proposed services allow administrative or 'super user' level changes to UT System data that isn't tracked through audit logs?
35. Does the Contractor utilize a formal Security Operations Center (SOC), either internally staffed or contracted to a third party? If yes, where is it (or if multiple, describe) geographically located? Does it operate on a 24x7x365 schedule?
36. Are adequate logs generated and stored to validate security controls function as designed, including MFA requirements?
37. What is the average log retention period?
38. Are all systems that support or connect to services and systems provided in this Proposal configured to generate logs to a central storage location? If not, how is visibility into anomalous activity ensured?
39. Summarize how multiple security logs and event data are correlated, analyzed and acted upon.
40. Provide an example of technology controls (e.g. DLP, firewall, IDS/IPS, Endpoint Detection, etc..) coupled with a process that is used to monitor the confidentiality, integrity and availability of the service proposed.
41. Provide two examples of a procedure in place to ensure timely mitigation of detected vulnerabilities and security incidents?
42. Provide the Table of Contents or an overview of the Security Incident Response Plan (IRP) and one example for each category: protection, detection, identification, and recovery.
43. Is there a component of the IRP that addresses how the Contractor will work with customers and subcontractors when a security or privacy incident involving UT System data is detected?
44. Summarize the procedures in place to isolate or disable suspicious or compromised systems that interact with the Service proposed?
45. When a significant incident that requires digital forensic investigation is declared, could UT System data be retained for forensic purposes? If so, how will this affect business processes for UT System?
46. Describe two examples of a method or process used to detect and prevent actions taken by an unauthorized entity attempting to access data, e.g., auto-generated audit reports or alerts.
47. Are there automated alerts or reports that monitor unauthorized access to confidential data? If yes, is the Contractor willing to provide these to UT System?
48. Are controls in place to detect Ransomware or precursor events to a Ransomware attack? If yes, describe these.
49. If Ransomware is discovered in the Contractor's systems, what is the first step to mitigation?
50. If UT System discovers that a serious vulnerability exists in the Contractor's platform, describe the process for reporting, how and when the risk will be remediated.

ⁱ Website architecture. A diagram and narrative of website logical structure, data flow, and design of the technical, security, functional, and visual components.

ⁱⁱ Penetration and vulnerability test. Contractor may choose to either allow UT System to conduct a vulnerability scan on a test environment that mirrors the actual production environment or provide an attestation of a third-party vulnerability assessment. Review and acceptance of the findings shall comply with [UTS 165 Standard 10.8](#).

iii Approved access and authentication mechanisms. Reference [NIST 800-53B](#) and [UTS 165 Standard 4: Access Management](#) for approved standards. A unique identifier that does not include the individual's social security number, in full or part per [UTS 165 Standard 13: Use and Protection of Social Security Numbers](#).