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## Solicitation Notice

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**Status:** Posted

**Solicitation ID:**720-1819

**Solicitation Title:**RFP720-1819 Staff Augmentation Services to Support PeopleSoft-Related Projects [Modify Solicitation](#)

**Organization Name:** University Of Texas System - 720

**Posting Requirements:** 21+ Days for Solicitation Notice [Cancel Solicitation](#)

**Solicitation Posting Date:** 4/25/2018

**Response Due Date:**5/31/2018

**Response Due Time:** 2:30 PM

**Solicitation Description:** Staff Augmentation Services to Support PeopleSoft-Related Projects

**Class/Item Code:** 91800-Consulting Services

### Record Attachments

#	Name	Description
1	<a href="#">ESBD_File_130754_RFP 720-1819 Staff Augmentation Services to Support PeopleSoft-Related Projects.docx</a>	RFP Document
2	<a href="#">ESBD_File_130754_RFP 720-1819 APPENDIX TWO. Sample Agreement.docx</a>	APPENDIX TWO
3	<a href="#">ESBD_File_130754_RFP 720-1819 APPENDIX FIVE.xlsm</a>	APPENDIX FIVE



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## REQUEST FOR PROPOSAL

**RFP No. 720-1819 Staff Augmentation Services to Support PeopleSoft-Related Projects**

**Proposal Submittal Deadline: Thursday, May 31st, 2018 at 2:30 PM CST**

**The University of Texas System**  
Shared Information Services

Prepared By:  
Darya Vienne  
The University of Texas System  
210 West 7th Street  
Austin, Texas 78701-2982  
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April 25<sup>th</sup>, 2018

REQUEST FOR PROPOSAL

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## SECTION 1

### INTRODUCTION

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

For more than 130 years, The University of Texas System (“**UT System**” and “**University**”) has been committed to improving the lives of Texans and people all over the world through education, research and health care.

The University of Texas System is one of the nation’s largest systems of higher education, with 14 institutions that educate more than 217,000 students. Each year, UT institutions award more than one-third of all undergraduate degrees in Texas and almost two-thirds of all health professional degrees. With about 20,000 faculty – including Nobel laureates – and more than 70,000 health care professionals, researchers student advisors and support staff, the UT System is one of the largest employers in the state.

The UT System ranks third in the nation in patent applications, and because of the high caliber of scientific research conducted at UT institutions, the UT System is ranked No. 1 in Texas and third in the nation in federal research expenditures. In addition, the UT System is home to three (3) of the nation’s National Cancer Institute Cancer Centers – UT MD Anderson, UT Southwestern and UT Health Science Center-San Antonio – which must meet rigorous criteria for world-class programs in cancer research.

Chancellor William H. McRaven’s ambitious vision for the UT System includes eight “Quantum Leaps,” that address many of the most significant challenges of our time, including building the nation’s next generation of leaders through core education in leadership and ethics; leading a brain health revolution by accelerating discoveries and treatments for neurological diseases; elevating higher education’s role in national security; driving unprecedented levels of collaboration between higher and K-12 education; and increasing student access and success.

Other numerous transformational initiatives implemented over the past several years have cemented UT as a national leader in higher education, including the expansion of educational opportunities in South Texas with the opening of The University of Texas Rio Grande Valley in the fall of 2015. And UT is the only system of higher education in the nation establishing not one (1), but two (2) new medical schools in 2016 at The University of Texas at Austin and UT Rio Grande Valley.

University of Texas institutions are setting the standard for excellence in higher education and will continue do so thanks to our generous donors and the leadership of the Chancellor, the Board of Regents and UT presidents.

#### 1.2 Background and Special Circumstances

The University of Texas System Administration and partnering Universities (University) has made a significant investment in developing and deploying a PeopleSoft application suite, including Finance (FIN), Human Capital Management (HCM), Campus Solutions (CS), and PeopleSoft Interaction Hub (IH, formally referred to as Portal) in a shared-services environment. The initial deployment of this suite was completed in May 2014, with the addition of new environments after the initial implementation. These environments are currently supported operationally by The Office of Shared Information Services within UT System Administration (UT SIS).

The University of Texas System Administration, and several partnering Universities are designated Covered and/or Hybrid entities under the Health Insurance Portability and

Accountability Act (HIPAA) and maintain, create, collect, or store protected health information as that term is defined under HIPAA. Additionally, the University of Texas System Administration and all Universities maintain, create, collect, and store personally identifiable information contained in student education records as defined under the Family Educational Rights and Privacy Act (FERPA). As such, the University of Texas System is required to comply with all security and privacy standards provided by HIPAA and FERPA for the safeguarding and handling of such records and must require contractors, who have access to such information, to comply with such requirements when the contractor performs services on behalf of the University. The vendor seeking to partner with the University of Texas System may have access to information defined as sensitive or confidential under federal and state laws; therefore, the vendor will be required to enter into the appropriate Business Associate Agreement or FERPA Addendum, if applicable.

Currently, Shared Information Services, after this referred to as UT SIS, manages the following University of Texas Institution’s environments:

1. Shared Human Resources and Financial Management System (after this referred to as (“UTShare”) for: The University of Texas System Administration (UTS), The University of Texas at Arlington (UTA), The University of Texas at Tyler (UTT), The University of Texas at Permian Basin (UTPB), The University of Texas at El Paso (UTEP), and The University of Texas at San Antonio (UTSA). This environment is currently a PeopleSoft 9.1 installation with an upgrade planned for 2019 to PeopleSoft 9.2 and includes Interaction Hub.
2. Human Resource and Financial Management System for The University of Texas Dallas (UTD). This environment is a standalone environment that is currently a PeopleSoft 9.1 installation with an upgrade planned for 2019 to PeopleSoft 9.2 and includes Interaction Hub.
3. Human Resource and Financial Management System for The University of Texas Rio Grande Valley (UTRGV). This environment is a standalone environment that is running PeopleSoft 9.2 and includes Interaction Hub.
4. Campus Solution environments for: The University of Texas at Arlington, The University of Texas at Tyler, The University of Texas at Permian Basin, The University of Texas at Dallas, and The University of Texas Rio Grande Valley. These environments are each standalone and all will be upgraded to PeopleSoft 9.2 by the fall of 2018.

The following Modules and Third-Party products are implemented in some or all of the above environments:

Suite/Module
<b>Campus Solutions</b>
Admissions & Recruiting
Campus Community
Campus Self Service
Financial Aid
Student Financials
Student Records
<b>Human Capital Management</b>
Human Resources
Payroll

Time & Labor
Recruiting
Commitment Accounting
Absence Management
Benefits
Manager Self Service
Employee Self Service
<b>Finance</b>
AR/Billing
Projects & Capital Projects
Assets
Travel & Expense
Treasury
General Ledger
Grants
Commitment Control
Purchasing
Accounts Payable
eProcurement
Supplier Contracts
Strategic Sourcing
eSupplier
Inventory
Contracts
Workflow/AWE
Hyperion PSPB
Sciquest

### 1.3 Objective of Request for Proposal

The University of Texas System is soliciting proposals in response to this Request for Proposal No. 720-1819 (this “**RFP**”), from qualified vendors to provide staff augmentation services for such functions as project managers, business analysts, developers / analysts, solution architects, etc.

The Services are more specifically described in **Section 5** of this RFP.

University understands that services listed in **Section 1.2** above require different skill sets and involvement; therefore, University intends to make multiple awards for this RFP.

The successful proposer(s) will provide as requested, staff augmentation services, as described under Contract Labor Function Definitions in **Section 5** of this RFP. Contractor will supply full professional profiles of possible candidates within a requested skill level and function in which UT SIS will review, interview and select from those candidates. Once a candidate is selected, UT SIS will enter into a Project Addendum with Contractor that will detail the name of the chosen contractor, function, length of engagement, number of hours, rate, and any other pertinent details for the engagement. At any time, there could be multiple Contractors working on the same position placement.

## 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 fourteen institutions described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

## SECTION 2

### NOTICE TO PROPOSER

#### 2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until 2:30 p.m., Central Standard Time (“**CST**”) on Thursday, May 31<sup>st</sup>, 2018 (the “**Submittal Deadline**”).

#### 2.2 University Contact Person

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

**Darya Vienne**  
**Email: [dvienne@utsystem.edu](mailto:dvienne@utsystem.edu)**

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications delivered to (i) University Contact, or (ii) if questions relate to Historically Underutilized Businesses, to HUB Coordinator (ref. **Section 2.5** of this RFP). *University Contact must receive all questions or concerns no later than 2:30 p.m. CST on Wednesday, May 9th, 2018.* 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 (40%);
- B. Vendor Experience (30%);
- C. Staffing and Resources (15%);
- D. Service Plan (10%);
- E. Information Security Questions (5%).

## 2.4 Key Events Schedule

Issuance of RFP	April 25 <sup>th</sup> , 2018
Pre-Proposal Conference (ref. <b>Section 2.6</b> of this RFP)	11:30 a.m. CST on Wednesday, May 2 <sup>nd</sup> , 2018
Deadline for Questions / Concerns (ref. <b>Section 2.2</b> of this RFP)	2:30 p.m. CST on Wednesday, May 9 <sup>th</sup> , 2018
Submittal Deadline (ref. <b>Section 2.1</b> of this RFP)	2:30 p.m. CST on Thursday, May 31 <sup>st</sup> , 2018

## 2.5 Historically Underutilized Businesses

- 2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “**HUB**”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any of the Services, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this **Section 2.5** will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any 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 are probable under this RFP. The HUB participation goal for this RFP is **26%**.
- 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 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](mailto:khayes@utsystem.edu)

Contractor 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.

- 2.5.4 Proposer must submit, **via email**, one (1) HSP in PDF format to University on Thursday, May 31<sup>st</sup>, at 2:30 p.m. CST (ref. **Section 3.2** of this RFP) to the email address below:

**HSP Submittal Email:** [utadminHSP@utsystem.edu](mailto:utadminHSP@utsystem.edu)

Proposer must include the following information in the email submission:

Subject Line: *RFP720-1819, Staff Augmentation Services to Support PeopleSoft-Related Projects, Thursday, May 31st, at 2:30 p.m. CST, HUB Subcontracting Plan.*

Body: Proposer company name and the name and contact information of the person who prepared the HSP.

### **Instructions on completing an HSP**

Proposer must visit <https://www.utsystem.edu/offices/historically-underutilized-business/hub-forms> to download the most appropriate HUB Subcontracting Plan (HSP) / Exhibit H form for use with this Request for Proposal. Proposer will find, on the HUB Forms webpage, a link to “[Guide to Selecting the Appropriate HSP Option](#)”. **Please click on this link and read the Guide first before selecting an HSP Option.** Proposer shall select, from the four (4) 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. If Proposer has any questions regarding which Option to use, Proposer shall contact the HUB Coordinator listed in 2.5.3.

Proposer must complete the HSP, then print, sign and scan *all pages* of the HSP Option selected, with additional support documentation\*, **to the submittal email address noted above**. NOTE: signatures must be “wet” signatures. Digital signatures are not acceptable.

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

University will send an email confirmation to each Proposer upon receipt of the Proposer’s HSP. 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 email address noted above** may result in University’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications; such a proposal *may* be returned to the Proposer unopened (ref. **Section 1.5** of **APPENDIX ONE** to this RFP). **Note:** *The requirement that Proposer provide one (1) completed and signed pdf of the HSP under this **Section 2.5.4** is separate from, and does not affect, Proposer’s obligation to provide University with the number of copies of its proposal as specified in **Section 3.1** of this RFP.*

**\*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 HSP Submittal email address noted above. 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.

## **2.6 Pre-Proposal Conference**

University will hold a pre-proposal conference call at **11:30 a.m.**, Central Time on **Wednesday, May 2nd, 2018**. The pre-proposal conference call will allow all Proposers an opportunity to ask University's representatives relevant questions and clarify provisions of this RFP.

**Call-in number: (877)226-9790**

**Participant Code: 6269693#**

## SECTION 3

### SUBMISSION OF PROPOSAL

#### 3.1 Number of Copies

Proposer must submit:

- A. One (1) complete paper copy of its *entire* proposal.

The paper copy of the proposal should contain the mark "original" on the front cover of the proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. Section 2 of APPENDIX ONE) of the submitted paper copy of the proposal.

***University does not consider electronic signatures to be valid therefore the original signature must be a "wet signature."***

- B. One (1) complete electronic copy of its entire proposal in a single .pdf file on USB Flash Drive. USB Flash Drive must include a protective cover and be labeled with Proposer's name and RFP number.

In addition, Proposer must submit one (1) complete electronic copy of the proposal in a single .pdf file on separate USB Flash Drive on which all proposed pricing information, provided in response to Section 6, has been removed.

#### 3.2 Submission

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

The University of Texas System Administration  
210 West 7th Street  
Austin, Texas 78701-2982  
**Attn: DARYA VIENNE**

**NOTE: Show the Request for Proposal number and submittal date in the lower left-hand corner of sealed bid envelope (box / container).**

Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a 3-ring binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

#### 3.3 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.

#### 3.4 Terms and Conditions

- 3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Terms and Conditions (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:

- 3.4.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);
- 3.4.1.2. Terms and Conditions (ref. **Section 4** and **APPENDIX TWO**);
- 3.4.1.3. Proposal Requirements (ref. **APPENDIX ONE**);
- 3.4.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

### **3.5 Submittal Checklist**

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

- 3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)
- 3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6** of this RFP)
- 3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)
- 3.5.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)
- 3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5** of this RFP)
- 3.5.6 Responses to questions and requests for information in **APPENDIX THREE**.
- 3.5.7 Responses to questions and requests for information in **APPENDIX FOUR**.
- 3.5.8 Responses to questions and requests for information in **APPENDIX FIVE**.

## SECTION 4

### GENERAL TERMS AND CONDITIONS

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

## SECTION 5

### **SPECIFICATIONS AND ADDITIONAL QUESTIONS**

#### **5.1 General**

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.

**Multiple Awards:** University understands that services listed in **Section 5.4** require different skill sets and involvement; therefore, University intends to make multiple awards for this RFP.

**Disclosure of Existing Agreement:** University has an existing Master Services Agreements with ERP Analysts and r2 Technologies which are scheduled to both expire in November 2018.

**Special Considerations:** Proposer is required to be able to provide all of the position types listed in **Section 5.5** and **must bid on all** positions.

Note that the need for services is only anticipated and should not be considered as guaranteed. Each project will require a Project Addendum with Scope of Work that outlines the specific components of the project and defines the primary deliverables.

#### **5.2 Minimum Requirements**

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

- 5.2.1 Proposer is required to be able to provide all of the position types listed in **Section 5.5** and **must bid on all positions.**
- 5.2.2 All Contractor personnel assigned to this contract must have a minimum of 2-years practical experience in implementing and maintaining Oracle best security practices for databases, PeopleSoft security, web logic servers, PeopleCode, and other programming languages.
- 5.2.3 All Contractor personnel are required to begin work with a Contractor-owned laptop and Contractor agrees that all computers connecting to University’s network must run security software prescribed by University Information Security Officer as necessary to properly secure University Resources.
- 5.2.4 All contractor personnel submitted by the Proposer must be on-shore candidates and be eligible to work in the United States without need for Sponsorship.

### 5.3 Additional Questions 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 Terms and Conditions (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 FOUR**. *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/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html). **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 respond to each item listed in **APPENDIX THREE, Security Characteristics and Functionality of Contractor’s Information Resources**. **APPENDIX THREE** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX THREE** will be incorporated into the Agreement and will be binding on Contractor.

### 5.4 Scope of Work

Contractor will provide the following services to University:

- 5.4.1 Contractor(s) must provide staff augmentation services to support PeopleSoft-related projects based upon the execution of a Project Addendum, as specified. The following is a list of the position titles, descriptions, and service years for the services requested under this RFP.

#### Skill Level Definitions

Skill Level	Experience
Level 1	<ul style="list-style-type: none"> <li>• Typically <b>1-2 years</b> of relevant experience;</li> <li>• Works from functional specifications on <b>moderately complex projects</b> under technical direction;</li> <li>• Develops computer programs based on specific requirements using appropriate programming languages;</li> <li>• Codes and debugs, documents and tests applications; other activities include logic analysis and flowcharting.</li> </ul>
Level 2	<ul style="list-style-type: none"> <li>• Typically <b>3-5 years</b> of relevant experience;</li> </ul>

	<ul style="list-style-type: none"> <li>• Gathers user requirements data in order to prepare functional specifications;</li> <li>• Codes and debugs, documents and tests <b>complex projects</b> and on specified phases of applications / systems;</li> <li>• <b>Full working knowledge</b> of an application development package / language, program design or application development methodology.</li> </ul>
Level 3	<ul style="list-style-type: none"> <li>• Typically <b>5+</b> years of relevant experience;</li> <li>• <b>Project lead</b> in the development and administration of major projects involving user areas and technology planning;</li> <li>• <b>Expert working knowledge</b> of an application language / package, program design or system architecture;</li> <li>• <b>Strong analytical, project management, human relations and communication skills.</b></li> </ul>

### Contract Labor Function Definitions

Function	Definition
PeopleSoft Financials ERP Specialist	PeopleSoft Techno-Functional ERP professional with prior implementation or upgrade experience within module specified. Minimum 5+ years of experience within PeopleSoft ERP environment
PeopleSoft Tester/QA	Business Analysts to perform testing of the system with understanding of PeopleSoft integrations and design and can prepare test scripts for changes implemented.
PeopleSoft Budget and Finance Developer	PeopleSoft Development Specialist familiar with Workflow build, integrations, PeopleCode, Scripts, SQR, Visual Basic, PeopleTools, Integration Broker Services, Web Services, etc.
PeopleSoft HCM ERP Specialist	PeopleSoft Techno-Functional ERP professional with prior implementation or upgrade experience within module specified
PeopleSoft Business Analyst	Experienced PeopleSoft Professional to assist with Project Management, Testing, analysis and issue resolutions.
PeopleSoft Project Manager	Provides overall direction to the formulation, development, implementation and delivery of a project. Generally, utilizes project management software (MS Workbench) to ensure project schedule is met. May provide technical direction.
PeopleSoft Help Desk Specialist	PeopleSoft Specialist to assist with incident resolution, customer response, command center first line of support
PeopleSoft DBA	PeopleSoft Application experienced DBA support for database analyses, data migration, upgrades, tuning, troubleshooting.

PeopleSoft Access (Security) Specialist	PeopleSoft Security Development Specialist familiar with Forms, Workflow security, 3 <sup>rd</sup> party integrations, PeopleCode, Application Engine, automation, SQR, PeopleTools, Integration Broker Services, Web Services, knowledge working with AD / LDAP, security tables, functional/data security in HCM, FMS, Campus Solutions, role based automation, knowledge/experience working with Portal, HCM, FMS and CS modules
OBIA Configuration Systems Analyst	<ul style="list-style-type: none"> <li>• Provide OBIA functional subject matter expertise including configuration for delivered and customized OBIA/ODI modules with PeopleSoft applications to meet business requirements</li> <li>• Analyze requirements and assessing feasibility in consultation with solution/development team as needed and create various documentation like requirement document, gap analysis document and functional design specifications</li> <li>• Should possess experience on Oracle BI Analytics which includes Oracle Financial Analytics (General Ledger, Payables, Receivables, Profitability), Oracle Procurement and Spend Analytics (Supplier performance, Procurement and Spend analytics), Oracle Projects Analytics, Human Capital Management, Campus Solution.</li> <li>• Should have good communication, documentation and inter-personal skills;</li> </ul>
OBIA Project Manager	<ul style="list-style-type: none"> <li>• BI project manager to capture and track project activities, manage risk mitigation, issues, change control processes, and communicate status to both program manager and senior executives within the development and business partner organizations;</li> <li>• Ensure that OBIA projects are in compliance with internal Project Management Methodology and Key Controls and that accurate and timely information is collected and reported regularly on project progress;</li> <li>• Significant experience in managing and executing applications specifically: PeopleSoft, OBIA, ODI, OBIEE, ETL, ESSBASE, and other Business intelligence projects with complex and disparate source systems such as Oracle ERP, and disparate Business applications;</li> <li>• Coordinate with various parties including end users and management, implementation management and data center management.</li> </ul>
OBIA OBIEE Developer	<ul style="list-style-type: none"> <li>• BI specialist to assist in configuring complex Oracle Business Intelligence Enterprise Edition</li> </ul>

	<p>application systems (OBIA, Oracle client tools, scaling setup, administration of WebLogic, setup and configuration reporting tools etc.);</p> <ul style="list-style-type: none"> <li>• Analyzes, defines, and documents requirements for data, workflow, logical processes, interfaces with other systems, internal and external checks and controls, and outputs;</li> <li>• Ensures Business Intelligence presentation is professional, accurate to ensure dashboards and reports meet requirements;</li> <li>• Ability to provide data visualization solutions, problem solving / troubleshooting experience / skills to assist Production Support in issue resolution;</li> <li>• Work with team members, including architect, project manager, end users and other team members for configuration and development of the solutions</li> <li>• Be able to work with little or no supervision or assistance.</li> </ul>
OBIA ODI ETL Developer	<ul style="list-style-type: none"> <li>• ODI specialist to develop ETL technical specifications and recommend, design, develop, test, implement, and support innovative and optimal data solutions using OBIA;</li> <li>• Accountable for the initial integration and configuration of ODI software from a technical perspective and solutions as per established standards;</li> <li>• Assess and document the structure, quality, and compliance of data source data and coordinate with business and technology staff to integrate ETL development with existing processes to maximize efficiency;</li> <li>• The ETL ODI Developer will collaborate closely with Warehouse Data Architecture to ensure alignment of the EDW, ODS to ensure proper integration of data across the entire enterprise, and work closely with database administration to establish and maintain highly scalable, reusable, and high performance data integration patterns and architecture;</li> <li>• Be able to work with little or no supervision or assistance.</li> </ul>
Networking	<ul style="list-style-type: none"> <li>• Provide network operational support and maintenance in accordance with best practices.</li> <li>• Ensure production network is meeting performance goals and SLA's</li> <li>• Provide technical knowledge as needed during troubleshooting and new deployments.</li> </ul>

Systems Administrator	Design, implement, troubleshoot, analyze and maintain the IT Infrastructure- including network connectivity and utilization, Windows server administration, virtualization, performance tuning, backup and restore. Identifies, researches, and resolves technical problems.
Cherwell Administrator	Experience in configuring, developing blueprints, reports, automation, one-steps, and dashboards in the Cherwell IT Service Management Tool.
SciQuest (Jaggaer) Analyst	Experience with supply chain and other procure to pay modules; Integration broker experience
CONCUR Analyst	Experience with PeopleSoft travel and expense functionality to troubleshoot file extracts of employee data, workflow approvers, travel and expense employee profiles; experience with file transfer protocols
Hyperion PSPB Administrator	<ul style="list-style-type: none"> <li>• Experience with Essbase, end user security ASO cubes. loading data and metadata into the system via Outline Load Utility. create FR reports, WA reports, and Smart View Reports.</li> <li>• Create and/or update business rules and calculation scripts. Familiarity with ODI or ETL technologies</li> </ul>
Storage Administrator	<ul style="list-style-type: none"> <li>• Experience with providing efficient and reliable storage allocation, defining backup, recovery, and archival procedures.</li> <li>• Experience developing and implementing business continuity practices for storage management.</li> <li>• Understands how to Install, configure, test and implement storage management software and hardware.</li> </ul>
PeopleSoft Interaction Hub Administrator	Professional with the functional and technical setup, configuration, development, content management of the PeopleSoft Portal Interaction Hub.
ERP Systems Business Analyst	Techno-Functional ERP professional with prior implementation or upgrade experience within a ERP System such as Banner or CORE.

#### 5.4.2 Work Schedules

Unless otherwise specified in the Project Addendum, Contractor personnel assigned to work with UT SIS will maintain a daily and weekly work schedule consistent with UT System's normal business hours and holiday schedule, Monday through Friday 8am-5pm, and work practices. Holiday schedule can be found here: <https://utsystem.edu/offices/human-resources/ut-system->

[administration-holiday-schedule](#) Work schedules for Contractor personnel must be approved by the UT SIS Manager or Director for that personnel. Contractor personnel are expected to comply with all of UT System's rules pertaining to conduct in the workplace. These rules can be reviewed under Section 4.2 (b) at the following link: <https://www.utsystem.edu/board-of-regents/policy-library/policies/int-101-disciplineddismissal-employees> Overtime compensation is not permitted under the proposal.

5.4.3 Contractor personnel will, in addition to meeting the position-specific qualifications, have good technical writing ability, interpersonal skills, and communication skills, and conduct themselves in a professional manner.

5.4.4 Contractor personnel must be knowledgeable of and have practical experience in implementing and maintaining Oracle best security practices for databases, PeopleSoft security, weblogic servers, PeopleCode, and other programming languages.

#### 5.4.5 Substitution and Removal of Personnel

Contractor is responsible for providing all personnel resources necessary to perform Services, unless specifically stated as the responsibility of University. Throughout the Contract Term the Contractor must:

- A. Provide qualified personnel to perform all required Services;
- B. Promptly remove and replace personnel at the request of University;
- C. Provide University written notice of any plan to add, remove and replace personnel; and
- D. Obtain University approval of all personnel.

In the event Contractor needs to add or substitute personnel during Contract Term, Contractor must provide University with several qualified candidates as potential replacements. Detailed resumes of proposed personnel replacements must be provided to University within fifteen (15) calendar days prior to either the proposed start date of any additional personnel or, in the event of substituted personnel, the last working day of the replaced individual. University shall have the right to conduct an interview of all such personnel. University shall provide Contractor with written notice of approval or rejection of proposed personnel within three (3) business days of receipt of the resume packet. University shall have the right to reject assignment of any of Contractor's personnel. Within five (5) calendar days of University's written notification of rejection, Contractor must provide the University with additional resumes of proposed individuals for review. This process must be repeated until University provides written notice to Contractor of the individual selected. The approved replacement individual must be on-site at University within fifteen (15) calendar days of selection notice.

University, in its reasonable discretion, may request that Contractor remove a particular individual who is providing Services under the resulting agreement if University reasonably believes that such individual is not providing the Services as described within this request and Contractor, after notice, has been unable to resolve performance issues relative to such individual. Contractor must provide University with the resume of qualified replacement individuals on or before the fifteenth (15th) calendar day following the last working day of the removed individual. University shall have the right to conduct an interview of all such personnel. University shall provide Contractor with written notice of approval or rejection of proposed personnel within three (3) business days of receipt of the resume packet. University shall have the right to reject assignment of any of the Contractor's personnel. Within five (5) calendar days of University's written notification of rejection, Contractor must provide the University with additional resumes of proposed individuals for review. This process must be repeated until University provides written notice to Contractor of the individual selected. The approved replacement individual must be on-site at University within fifteen (15) calendar days of selection notice.

## 5.4.5 Contractor Responsibilities

### A. Criminal Background Checks

Refer to **Section 12.27** of **APPENDIX TWO**, Sample Agreement, for information regarding criminal background check requirements which reads as follows:

Each individual who is assigned to perform Work under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing Work under this Agreement. Prior to commencing Work, Contractor will (1) provide University with a list (**List**) of all individuals who may be assigned to perform Work on University's premises and (2) have an appropriate criminal background screening performed on all the individuals on the List. Contractor will determine on a case-by-case basis whether each individual assigned to perform Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's premises who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform Work on University's premises.

Prior to commencing performance of Work under this Agreement, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals on the List.

### B. Keys and Access Cards

Contractor will be furnished, or given access to, keys and access cards to the service areas necessary to accomplish the Service on behalf of University and will be held responsible for their use and misuse. All keys and access cards remain the property of University. Contractor will be liable for the cost of any replacement keys and access cards, and for the cost of any rekeying or reprogramming of locks necessitated by loss of keys and access cards. Upon completion of Services, Contractor will report to the Building Manager, who will advise Contractor on the key return procedures for that location.

### C. Parking

Parking permits are required at all times for all vehicles parking on campus. It will be the responsibility of the Contractor to obtain the appropriate parking permits for the vehicles brought on campus. Contractor will also be responsible for any parking violations that may occur while on campus.

### D. Contractor Peripherals

Contractor is responsible for providing a laptop computer. University will provide electricity and work space. On occasion, it may be required for the University to provide equipment, which will be specified as part of the resource request. A list of standard specifications will be made available to Contractors. Any University-required software will be provided by University and can be installed when Contractor's employee arrives onsite. University will provide Contractor's employees with access to University networks and systems such that the Contractor's employee can perform all expected functions.

Contractor or Contractor's employee shall not store University confidential data on a Contractor's or a University provided laptop's internal or external hard drive or a removable storage media.

Contractor or Contractor's employee laptops, contractor or University property, once connected to University networks, shall be subject to periodic vulnerability, malware, and sensitive data scanning. This scanning is performed by the University or University's third party contractor.

Contractor must agree to the University endpoint protection measures for each Contractor personnel laptops. Each Contractor provided laptop shall have an anti-malware agent or standalone program installed prior to the initial connection to University networks. The contractor provided laptop shall be free from any malware prior to initial connection to University networks. At University's discretion, University may install an endpoint protection agent. The contractor must agree to the provision that once a laptop is connected to University networks, that device becomes a candidate for security scanning. This includes University security personnel conducting incident handling and response activities. If a device is found to have been compromised, University shall have the right to sandbox the laptop and remove the device from the current network. The laptop becomes the property of the University until the University captures all digital forensic data and deems the investigation complete.

Contractor or contractor employees shall not connect their personal laptops to the University networks. If a personal laptop is discovered on the network, this is considered a security incident. The laptop will be automatically disconnected by University System personnel and the contractor will have their system access rescinded until an investigation of the incident is complete.

Contractor or contractor employee laptops may be subject to eDiscovery and data-holds in response to statutory requirements. Should this event occur, the laptop shall be placed under a legal hold until further notice.

#### E. Performance Evaluation

Upon the termination of each job assignment, Contractor must, upon University's request, prepare a final report of Contractor's activities.

Contractor is required to participate in evaluative reviews of the code he or she writes or the products he or she produces.

#### F. Confidentiality and Safeguarding of University Records

Contractor may have access to University-owned data which is required to be maintained in accordance with specific state and federal laws. Prior to commencement of the services for University, Contractor will be required to provide appropriate training on HIPAA and FERPA to Contractor's employees engaged in work for the University, with verification of completeness to the University, or may request University to provide such training to Contractor's employees.

Contractor personnel must be trained on the protection and security of University computer system resources and Acceptable Use Policy. Contractor personnel must be aware of, and comply with, the security requirements called for in TAC 202, UTS 165, UT System Data Classification scheme, and recommended controls in NIST 800-53 rev4. Contractor personnel shall sign and agree to the provisions in the Acceptable Use Policy.

Contractor shall submit verification of current security awareness training for contract proposed personnel. Contractor personnel will be subject to the University's periodic security awareness and training programs.

Contractor personnel shall be assigned a unique, individual User Identification and password prior to connecting to University's networks. Contractor personnel must protect this information as University's Confidential data. Disclosure of this data, either intently or inadvertently, to unauthorized individuals is a security infraction that may result in removal of University's network and system access, and other appropriate sanctions.

Contractor is required to agree to a Business Associate Agreement (BAA) and Family Educational Rights and Privacy Act Addendum (FERPA), as provided in APPENDIX TWO and provide University with assurances of compliance periodically, or upon reasonable request by University.

Contractor shall present their personnel security policy as consideration for this contract. The personnel security policy shall include requirements for background checks and applying sanctions against workforce members who violate its policies and procedures. Upon termination of a contractor employee, the contracting company shall inform the University within 24 hours for normal terminations and immediately for non-consensual dismissals. Termination notification shall include: 1) contractor employee name and UserID; 2) statement of disposition of contractor-owned IT equipment used by terminated employee. Return or destruction of University data must follow guidelines set forth in the Business Associate Agreement.

Contractor employees are not authorized to take University Confidential data outside of the United States. If a contractor employee is absent from the University project for 30 days or more, the contractor shall inform the University and the employee's account will be temporarily disabled until the employee returns to work.

## **5.5 Additional Questions Specific to this RFP**

### **Vendor Experience (30%)**

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.

University intends to conduct reference checks for account references provided by Proposers. It may, at its sole discretion, contact additional clients not presented as references.

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 a detailed narrative of Proposer's, functioning as the Prime Contractor, organization. The narrative must include the following:
  - Brief overview of business operations, with an emphasis on IT-related business in higher education;
  - Respondent's experience in performing similar IT engagements for the public sector, with an emphasis on public higher education institutions;
  - Other key differentiators and justifications as to why Proposer believes they are best qualified to provide the services requested in this RFP;
  - Respondent's organizational chart.
4. For any subcontractor service providers included in the response, Proposer must provide a description of the role and level of involvement proposed for the subcontractor, as well as the subcontractor's prior experience and other qualifications to provide specified services.
5. Explain any issues Proposer has encountered on similar projects and how these issues were solved.
6. Provide a detailed description of Contractor's HIPAA privacy and security compliance programs as these would apply to University owned-data. Include information on workforce training and monitoring.
7. Describe all policies and practices implemented to ensure the privacy of all confidential information as defined in the Agreement. Include a link to Proposer's HIPAA policies and notice of privacy practices as well as a brief description of any HIPAA violations alleged against Contractor by consumers or the Department of Health and Human Services, including the outcomes.
8. Confirm that Contractor is currently in compliance with all HIPAA requirements; in particular, confirm compliance with the rules and regulations applicable to data transmission and privacy, and the organization's willingness to comply with future changes.
9. Provide the name of Contractor's HIPAA/privacy officer and a description of his or her qualifications.
10. Provide a list of any business associates Contractor relies upon to carryout core functions of the service.
11. Do you have any experience with OBIA or any other equivalent business intelligence technologies? Please describe.
12. Have you worked with fluid technology and if so what was the nature of the work?
13. Do you have any experience with using Telerik or any similar testing tool?

### **Staffing and Resources (15%)**

14. Explain Proposer's recruitment process. Describe how Proposer finds talent, determines the talent's fit for a position, retains talent, and any other details about the recruitment process.
15. Explain how Proposer sources applicants for a Contract position.
16. Explain how Proposer verifies the candidate for placement has the skills to be a successful fit.
17. Describe the process of measuring if the placement was successful.
18. If Proposer plans to use subcontractors, explain Proposer's subcontractor recruitment process. Describe how Proposer finds subcontractors with appropriate talent, determines the talent's fit for a position, retains talent, and any other details about the recruitment process.
19. Explain Proposer's process of managing subcontractors.
20. Explain how performance issues are handled with staff resources supplied by Proposer.
21. Explain if Proposer sponsors H-1B visas.
22. Does Proposer have a professional development program for its Contractors? If "yes", describe the program.

### **Service Plan (10%)**

23. Explain interaction process between Proposer and University during the time Services are performed.
24. When the Proposer fills a position, what effort is made to ensure the same Contractor is retained until the product is delivered and the position ends?
25. How many days' notice does Proposer typically give a client before a Contractor is pulled from a contract?
26. What is the Proposer's plan for when a placed resource leaves the Proposer's company prior to the completion of the assignment?
27. Describe technical and organizational security measures implemented by Contractor.
28. Describe how Proposer would manage issue resolution between the proposer and University.
29. Describe Proposers communication plan for this engagement.

### **Information Security Questions (5%)**

30. Describe Proposer organizations' security policy.
31. Describe the process of remediating an employee's security policy violations, either Proposer internal or the University's security policies.

32. Describe Proposer's notifications to the University for a security or privacy incident, including potential or actual exposure of data?
33. Describe Proposer's internal security and privacy training awareness process.
34. Describe Proposer's procedures for encrypting company-owned systems that will be used to access, process, or view University data.
35. Identify the type of advance security training Proposer provides to Proposer's Contractor (sub-contractor) employees and the frequency.
36. Describe the process for resolving possible policy violations of Proposer's sub-contractor's employee.
37. Describe the process for complying with University requests for eDiscovery or data holds per federal or state level statutory data requirements, for contractor owned or Contractor employee owned laptops.

## SECTION 6

### PRICING AND DELIVERY SCHEDULE

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

To: The University of Texas System

RFP No.: 720-1819 Staff Augmentation Services to Support PeopleSoft-Related Projects

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 (40%)

Provide not to exceed (“NTE”) rate per level of experience per hour.

Total Contractor’s compensation must be the actual amount invoiced based upon the Contractor’s hourly billing, which may be less than the NTE amount. The NTE must include the scope of all sub-contractors and their reimbursables, and must constitute full compensation for the Services.

#### Skill Level Definitions

Skill Level	Experience
Level 1	<ul style="list-style-type: none"><li>• Typically <b>1-2 years</b> of relevant experience</li><li>• Works from functional specifications on <b>moderately complex projects</b> under technical direction</li><li>• Develops computer programs based on specific requirements using appropriate programming languages</li><li>• Codes and debugs, documents and tests applications; other activities include logic analysis and flowcharting</li></ul>
Level 2	<ul style="list-style-type: none"><li>• Typically <b>3-5 years</b> of relevant experience</li><li>• Gathers user requirements data in order to prepare functional specifications</li><li>• Codes and debugs, documents and tests <b>complex projects</b> and on specified phases of applications/systems</li><li>• <b>Full working knowledge</b> of an application development package/language, program design or application development methodology</li></ul>
Level 3	<ul style="list-style-type: none"><li>• Typically <b>5+</b> years of relevant experience</li><li>• <b>Project lead</b> in the development and administration of major projects involving user areas and technology planning</li><li>• <b>Expert working knowledge</b> of an application language/package, program design or system architecture</li><li>• <b>Strong analytical, project management,</b> human relations and communication skills</li></ul>

**Contract Labor  
Function Definitions**

		Hourly Billing Rate		
		Level 1	Level 2	Level 3
Function	Definition			
PeopleSoft Tester/QA	Business Analysts to perform testing of the system with understanding of PeopleSoft integrations and design and can prepare test scripts for changes implemented.	\$	\$	\$
PeopleSoft Financials ERP Specialist	PeopleSoft Techno-Functional ERP professional with prior implementation or upgrade experience within module specified. Minimum 5+ years of experience within PeopleSoft ERP environment	\$	\$	\$
PeopleSoft Developer	PeopleSoft Development Specialist familiar with Workflow build, integrations, PeopleCode, Scripts, SQR, Visual Basic, PeopleTools, Integration Broker Services, Web Services, etc.	\$	\$	\$
PeopleSoft HCM ERP Specialist	PeopleSoft Techno-Functional ERP professional with prior implementation or upgrade experience within module specified	\$	\$	\$
PeopleSoft Business Analyst	Experienced PeopleSoft Professional to assist with Project Management, Testing, analysis and issue resolutions.	\$	\$	\$
PeopleSoft Project Manager	Provides overall direction to the formulation, development, implementation and delivery of a project. Generally utilizes project management software (MS Workbench) to ensure project schedule is met. May provide technical direction.	\$	\$	\$
PeopleSoft Help Desk Specialist	PeopleSoft Specialist to assist with incident resolution, customer response, command center first line of support	\$	\$	\$
PeopleSoft DBA	PeopleSoft Application experienced DBA support for database analyses, data migration, upgrades, tuning, troubleshooting.	\$	\$	\$
PeopleSoft Access (Security) Specialist	PeopleSoft Security Development Specialist familiar with Forms, Workflow security, 3 <sup>rd</sup> party integrations, PeopleCode, Application Engine, automation, SQR, PeopleTools, Integration Broker Services, Web Services, knowledge working with AD/LDAP, security tables, functional/data security in HCM, FMS, Campus Solutions, role based automation, knowledge/experience working with Portal, HCM, FMS and CS modules	\$	\$	\$

<p>OBIA Configuration Systems Analyst</p>	<ul style="list-style-type: none"> <li>• Provide OBIA functional subject matter expertise including configuration for delivered and customized OBIA/ODI modules with PeopleSoft applications to meet business requirements</li> <li>• Analyze requirements and assessing feasibility in consultation with solution/development team as needed and create various documentation like requirement document, gap analysis document and functional design specifications</li> <li>• Should possess experience on Oracle BI Analytics which includes Oracle Financial Analytics (General Ledger, Payables, Receivables, Profitability), Oracle Procurement and Spend Analytics (Supplier performance, Procurement and Spend analytics), Oracle Projects Analytics, Human Capital Management, Campus Solution</li> <li>• Should have good communication, documentation and inter-personal skills</li> </ul>	<p>\$</p>	<p>\$</p>	<p>\$</p>
<p>OBIA Project Manager</p>	<ul style="list-style-type: none"> <li>• BI project manager to capture and track project activities, manage risk mitigation, issues, change control processes, and communicate status to both program manager and senior executives within the development and business partner organizations</li> <li>• Ensure that OBIA projects are in compliance with internal Project Management Methodology and Key Controls and that accurate and timely information is collected and reported regularly on project progress</li> <li>• Significant experience in managing and executing applications specifically: PeopleSoft, OBIA, ODI, OBIEE, ETL, ESSBASE, and other Business intelligence projects with complex and disparate source systems such as Oracle ERP, and disparate Business applications</li> </ul>	<p>\$</p>	<p>\$</p>	<p>\$</p>

	<ul style="list-style-type: none"> <li>Coordinate with various parties including end users and management, implementation management and data center management</li> </ul>			
OBIA OBIEE Developer	<ul style="list-style-type: none"> <li>BI specialist to assist in configuring complex Oracle Business Intelligence Enterprise Edition application systems (OBIA, Oracle client tools, scaling setup, administration of WebLogic, setup and configuration reporting tools etc.)</li> <li>Analyzes, defines, and documents requirements for data, workflow, logical processes, interfaces with other systems, internal and external checks and controls, and outputs</li> <li>Ensures Business Intelligence presentation is professional, accurate to ensure dashboards and reports meet requirements</li> <li>Ability to provide data visualization solutions, problem solving / troubleshooting experience /skills to assist Production Support in issue resolution</li> <li>Work with team members, including architect, project manager, end users and other team members for configuration and development of the solutions</li> <li>Be able to work with little or no supervision or assistance</li> </ul>	\$	\$	\$
OBIA ODI ETL Developer	<ul style="list-style-type: none"> <li>ODI specialist to develop ETL technical specifications and recommend, design, develop, test, implement, and support innovative and optimal data solutions using OBIA</li> <li>Accountable for the initial integration and configuration of ODI software from a technical perspective and solutions as per established standards</li> </ul>	\$	\$	\$

	<ul style="list-style-type: none"> <li>Assess and document the structure, quality, and compliance of data source data and coordinate with business and technology staff to integrate ETL development with existing processes to maximize efficiency</li> <li>The ETL ODI Developer will collaborate closely with Warehouse Data Architecture to ensure alignment of the EDW, ODS to ensure proper integration of data across the entire enterprise, and work closely with database administration to establish and maintain highly scalable, reusable, and high performance data integration patterns and architecture</li> </ul> <p>Be able to work with little or no supervision or assistance</p>			
Networking	<ul style="list-style-type: none"> <li>Provide network operational support and maintenance in accordance with best practices.</li> <li>Ensure production network is meeting performance goals and SLA's</li> <li>Provide technical knowledge as needed during troubleshooting and new deployments.</li> </ul>	\$	\$	\$
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Hyperion PSPB Administrator	Experience with Essbase, end user security ASO cubes. loading data and metadata into the system via Outline Load	\$	\$	\$

	Utility. create FR reports, WA reports, and Smart View Reports. Create and/or update business rules and calculation scripts. Familiarity with ODI or ETL technologies			
Storage Administrator	<ul style="list-style-type: none"> <li>• Experience with providing efficient and reliable storage allocation, defining backup, recovery, and archival procedures.</li> <li>• Experience developing and implementing business continuity practices for storage management.</li> <li>• Understands how to Install, configure, test and implement storage management software and hardware.</li> </ul>	\$	\$	\$
PeopleSoft Interaction Hub Admin	Professional with the functional and technical setup, configuration, development, content management of the PeopleSoft Portal Interaction Hub.	\$	\$	\$
ERP Systems Business Analyst	Techno-Functional ERP professional with prior implementation or upgrade experience within a ERP System such as Banner or CORE.	\$	\$	\$

## 6.2 Discounts

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

## 6.3 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

## 6.4 Payment Terms

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

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

**APPENDIX ONE**  
**PROPOSAL REQUIREMENTS**

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**SECTION 1: GENERAL INFORMATION..... 1**

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## SECTION 1

### GENERAL INFORMATION

#### 1.1 Purpose

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

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of 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** and incorporated for all purposes.

#### 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.*

Proposer must also submit one (1) copy of the HUB Subcontracting Plan (also called the HSP) as required by **Section 2.5** of this RFP.

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 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, 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 2270, Government Code](#), Proposer certifies Proposer (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of the Agreement. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
  - 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Government Code](#), Proposer certifies Proposer is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
- 2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.
- 2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), 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 University, 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 University 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 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.: 720-1819 Staff Augmentation Services to Support PeopleSoft-Related Projects

**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.:** Staff Augmentation Services to Support PeopleSoft-Related Projects

**RFP No.:** 720-1819

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

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

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

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

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

#### General Protection of University Records

1. Describe the security features incorporated into Information Resources to be provided or used by Proposer pursuant to this RFP.
2. List all products, including imbedded products that are a part of Information Resources and the corresponding owner of each product.
3. Describe any assumptions made by Proposer in its proposal regarding information security outside those already listed in the proposal.

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

4. Describe the monitoring procedures and tools used for monitoring the integrity and availability of all products interacting with Information Resources, including procedures and tools used to, detect security incidents and to ensure timely remediation.
5. Describe the physical access controls used to limit access to Proposer's data center and network components.
6. What procedures and best practices does Proposer follow to harden all systems that would interact with Information Resources, including any systems that would hold or process University Records, or from which University Records may be accessed?
7. What technical security measures does the Proposer take to detect and prevent unintentional, accidental and intentional corruption or loss of University Records?
8. Will the Proposer agree to a vulnerability scan by University of the web portal application that would interact with Information Resources, including any systems that would hold or process University Records, or from which University Records may be accessed? If Proposer objects, explain basis for the objection to a vulnerability scan.
9. Describe processes Proposer will use to provide University assurance that the web portal and all systems that would hold or process University Records can provide adequate security of University Records.
10. Does Proposer have a data backup and recovery plan supported by policies and procedures, in place for Information Resources? If yes, briefly describe the plan, including scope and frequency of backups, and how often the plan is updated. If no, describe what alternative methodology Proposer uses to ensure the restoration and availability of University Records.
11. Does Proposer encrypt backups of University Records? If yes, describe the methods used by Proposer to encrypt backup data. If no, what alternative safeguards does Proposer use to protect backups against unauthorized access?
12. Describe the security features incorporated into Information Resources to safeguard University Records containing confidential information.

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

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

### **Access Control**

1. How will users gain access (i.e., log in) to Information Resources?
2. Do Information Resources provide the capability to use local credentials (i.e., federated authentication) for user authentication and login? If yes, describe how Information Resources provide that capability.
3. Do Information Resources allow for multiple security levels of access based on affiliation (e.g., staff, faculty, and student) and roles (e.g., system administrators, analysts, and information consumers), and organizational unit (e.g., college, school, or department)? If yes, describe how Information Resources provide for multiple security levels of access.
4. Do Information Resources provide the capability to limit user activity based on user affiliation, role, and/or organizational unit (i.e., who can create records, delete records, create and save reports, run reports only, etc.)? If yes, describe how Information Resources provide that capability. If no, describe what alternative functionality is provided to ensure that users have need-to-know based access to Information Resources.
5. Do Information Resources manage administrator access permissions at the virtual system level? If yes, describe how this is done.
6. Describe Proposer's password policy including password strength, password generation procedures, password storage specifications, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

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

7. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that would have access to the environment hosting University Records to ensure need-to-know-based access?
8. What procedures and best practices does Proposer have in place to ensure that user credentials are updated and terminated as required by changes in role and employment status?
9. Describe Proposer's password policy including password strength, password generation procedures, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

### **Use of Data**

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

1. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that have access to the environment hosting all systems that would hold or process University Records, or from which University Records may be accessed, to ensure that University Records will not be accessed or used in an unauthorized manner?
2. What safeguards does Proposer have in place to segregate University Records from system data and other customer data and/or as applicable, to separate specific University data, such as HIPAA and FERPA protected data, from University Records that are not subject to such protection, to prevent accidental and unauthorized access to University Records ?
3. What safeguards does Proposer have in place to prevent the unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of University Records?
4. What procedures and safeguards does Proposer have in place for sanitizing and disposing of University Records according to prescribed retention schedules or following the conclusion of a project or termination of a contract to render University Records unrecoverable and prevent accidental and unauthorized access to University Records? Describe the degree to which sanitizing and disposal processes addresses University data that may be contained within backup systems. If University data contained in backup systems is not fully sanitized, describe processes in place that would prevent subsequent restoration of backed-up University data.

### **Data Transmission**

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

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

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

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

### **Notification of Security Incidents**

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

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

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

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

### **Compliance with Applicable Legal & Regulatory Requirements**

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

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

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

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

**APPENDIX FOUR**

**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](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html), Contractor must use the Texas Ethics Commission electronic filing web page (at [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University. **The Certificate of Interested Parties will be submitted only by Contractor to University with the signed Agreement.**

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

**APPENDIX FIVE**  
**INFORMATION SECURITY THIRD-PARTY ASSESSMENT SURVEY**  
**(INCLUDED AS SEPARATE ATTACHMENT)**

**NONEXCLUSIVE MASTER SERVICE AGREEMENT  
BETWEEN UNIVERSITY AND CONTRACTOR  
FOR INFORMATION TECHNOLOGY STAFF AUGMENTATION  
FOR PEOPLESFT RELATED SERVICES**

This **NONEXCLUSIVE MASTER SERVICES AGREEMENT (Agreement)** is made and entered into effective [REDACTED], 2018 (**Effective Date**), by and between **The University of Texas System (University)**, an agency and institution of higher education established under the laws of the State of Texas, and [REDACTED], a [REDACTED] (**Contractor**), Tax ID Number [REDACTED].

This Agreement is being entered into pursuant to Request for Proposal (**RFP**) #720-1819 issued [REDACTED], 2018.

University and Contractor hereby agree as follows:

**1. Scope of Work.**

- 1.1 This Agreement is a non-exclusive contract. University has awarded and may award one or more contracts to other service providers and other third parties for the performance of similar services. University is not obligated to request services from Contractor under this Agreement. UNIVERSITY HAS MADE AND MAKES NO REPRESENTATIONS, ASSURANCES, WARRANTIES OR GUARANTIES THAT UNIVERSITY WILL REQUEST CONTRACTOR TO PERFORM ANY SERVICE. UNIVERSITY HAS AND DOES SPECIFICALLY DISCALIM ANY SUCH REPRESENTATIONS, WARRANTIES, ASSURANCES OR GUARANTIES.
- 1.2 At University's request, Contractor will perform services within the scope of work (**Work**) described in **EXHIBIT A**, Scope of Work, in accordance with a fully executed Project Addendum (ref. **Section 2.1**). Contractor will perform the Work to the satisfaction of University and in accordance with the schedule (**Schedule**) for Work required by **EXHIBIT B**, Schedule, and specified by the executed Project Addendum. Time is of the essence in connection with this Agreement and each Project Addendum. University will have no obligation to accept late performance or waive timely performance by Contractor.
- 1.3 Contractor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local, laws, statutes, regulations and ordinances (collectively, **Applicable Laws**), for the performance of Work.

**2. Projects and Project Addenda.**

- 2.1 Before performing any services related to any project (**Project**) under this Agreement, Contractor and University must complete and enter into a project addendum (**Project Addendum**) in substantially the same form as the Sample Project Addendum provided in **ATTACHMENT 1 TO EXHIBIT A**, including (a) a detailed description of the specific Work (within the scope of work described by **EXHIBIT A** to this Agreement) covered by the Project Addendum; (b) a Schedule for performance of that Work as described by **EXHIBIT B** to this Agreement; and (c) a fee cap, an expense cap, and all other fee and reimbursement information related to that Work as described by **EXHIBIT C** of this Agreement. Each Addendum will be signed and dated by University and Contractor.

- 2.2 All terms and conditions contained in this Agreement are incorporated into each Project Addendum for all purposes.
- 2.3 In the event of a conflict between this Agreement (including all exhibits and attachments to this Agreement) and any Project Addendum, the terms of this Agreement will control over the terms of each Project Addendum.
- 2.4 If a Project Addendum contains additional terms or conditions (other than those relating to the basic commercial terms of the Project covered by that Project Addendum [e.g., description of work, deliverables, schedule, fee and expense caps], which purport to modify or supplement the terms and conditions of this Agreement), those terms and conditions will not be binding on the parties unless agreed to in the form of an amendment to this Agreement signed by both parties; provided, that, the foregoing will not invalidate the remaining terms or conditions of any Project Addendum entered into by the parties.
- 2.5 To enable University to make a determination whether to request Contractor perform Work for any particular Project, Contractor, at the request of University and at a mutually convenient time and place, will make an oral presentation of no more than two (2) hours to University personnel. The purpose of the presentation, if any, is to summarize Contractor's proposal for and approach to the specific Project being considered.

### 3. Term.

The term (**Initial Term**) of this Agreement will begin on the Effective Date and expire on \_\_\_\_\_, 20\_\_\_\_. University will have the option to renew this Agreement for two (2) additional one (1) year terms (each a **Renewal Term**). The Initial Term and each Renewal Term are collectively referred to as the **Term**.

### 4. Contractor's Obligations.

- 4.1 Contractor will perform Work in compliance with (a) all Applicable Laws, and (b) the Board of Regents of The University of Texas System *Rules and Regulations* (<http://www.utsystem.edu/offices/board-regents/regents-rules-and-regulations>) the policies of The University of Texas System (<http://www.utsystem.edu/board-of-regents/policy-library>); and [the institutional rules, regulations and policies of University](#) (collectively, **University Rules**). Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, Texas Business and Commerce Code, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to University's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.
- 4.2 Contractor acknowledges that University is entering into this Agreement in reliance on Contractor's special and unique knowledge and abilities with respect to performing the Work. Contractor accepts the relationship of trust and confidence established between it and University by this Agreement.

- 4.3 Contractor represents that there are no obligations, commitments, or impediments of any kind that will limit or prevent Contractor's performance of the Work.
- 4.4 Contractor represents and warrants (a) it will use its best efforts to perform Work in a good and workmanlike manner and in accordance with the highest standards of Contractor's profession or business, and (b) all Work to be performed will be of the quality that prevails among similar businesses of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances.
- 4.5 Contractor will call to University's attention in writing all information in any materials supplied to Contractor (by University or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.
- 4.6 University at all times is relying on Contractor's skill and knowledge in performing Work. Contractor represents and warrants that Work will be accurate and free from any material defects. Contractor's duties and obligations under this Agreement will not be in any way diminished by reason of any approval by University. Contractor will not be released from any liability by reason of any approval by University.
- 4.7 Contractor will, at its own cost, correct all material defects in Work as soon as practical after Contractor becomes aware of the defects. If Contractor fails to correct material defects in Work within a reasonable time, then University may correct the defective Work at Contractor's expense. This remedy is in addition to, and not in substitution for, any other remedy for defective Work that University may have at law or in equity.
- 4.8 Contractor will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Contractor will cause all persons connected with Contractor directly in charge of Work to be duly registered and licensed under all Applicable Laws. Contractor will assign to each Project Addendum a designated representative who will be responsible for administration and coordination of Work. Contractor will furnish efficient business administration and coordination and perform Work in an expeditious and economical manner consistent with the interests of University. Contractor will not replace or substitute personnel performing Work without giving University ten (10) days advance written notice of the proposed change, reasons for the change, and qualifications of replacement or substitute personnel. Any personnel substitution or replacement University finds unacceptable in its reasonable discretion, and which is not addressed to University's satisfaction, will be a default under this Agreement and will entitle University to terminate any impacted Project Addendum in accordance with the terms of that Project Addendum.
- 4.9 Contractor represents and warrants it is duly organized, validly existing and in good standing under the laws of the state of its organization; it is duly authorized and in good standing to conduct business in the State of Texas; it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

- 4.10 Contractor represents and warrants that neither the execution and delivery of this Agreement by Contractor nor the performance of its duties and obligations under this Agreement will (a) result in the violation of any provision of its organizational documents; (b) result in the violation of any provision of any agreement by which it is bound; or (c) conflict with any order or decree of any court or other body or authority having jurisdiction.
- 4.11 Contractor will pay for any royalties, license fees, copyrights, trade and service marks and other intellectual property rights required to perform Work.
- 4.10 Contractor represents and warrants that all Personnel contributing to Work Material (ref. **Section 7**) under this Agreement will be required to (i) acknowledge in writing the ownership of Contractor (for the benefit of University) of Work Material produced by Personnel while performing services pursuant to this Agreement, and (ii) make all assignments necessary to effectuate such ownership. **Personnel** means any and all persons associated with Contractor who provide any work or work product pursuant to this Agreement, including officers, managers, supervisors, full-time employees, part-time employees, and independent contractors.
- 4.11 Subject to **Section 12.1** of this Agreement, Contractor represents and warrants that: (i) Work will be performed solely by Contractor, its full-time or part-time employees during the course of their employment, or independent contractors who have assigned in writing all right, title and interest in their work to Contractor (for the benefit of University); (ii) University will receive free, good and clear title to all Work Material developed under this Agreement; (iii) Work Material and the intellectual property rights protecting Work Material are free and clear of all encumbrances, including security interests, licenses, liens, charges and other restrictions; (iv) Work Material will not infringe upon or violate any patent, copyright, trade secret, trademark, service mark or other property right of any former employer, independent contractor, client or other third party; and (v) the use, reproduction, distribution, or modification of Work Material will not violate the rights of any third parties in Work Material, including trade secret, publicity, privacy, copyright, trademark, service mark and patent rights.
- 4.11 If this Agreement requires Contractor's presence on University's premises or in University's facilities, Contractor agrees to cause its employees, representatives, agents, or subcontractors to become aware of, fully informed about, and in full compliance with all applicable University Rules, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

5. **The Contract Amount.**

- 5.1 So long as Contractor provided University Contractor's current and accurate Federal Tax Identification Number in writing, and is in good standing with the State of Texas, University will pay Contractor for the performance of Work in accordance with **Exhibit C**, Payment for Services. <sup>4</sup>
- 5.2 The Contract Amount set forth in **Exhibit C** includes all applicable federal, state or local sales or use taxes payable as a result of the execution or performance of this Agreement.
- 5.3 University (a State agency) is exempt from Texas Sales & Use Tax on Work in accordance with [§151.309, Texas Tax Code](#) and [34 Texas Administrative Code](#)

[\(TAC\) §3.322](#). Pursuant to 34 TAC §§3.322(c)(4) and (g)(3), this Agreement is sufficient proof of University's tax exempt status and University is not required to provide further evidence of its exempt status.

6. **Payment Terms.**

- 6.1 At least ten (10) days before the end of each month during the Term, Contractor will submit to University an invoice covering Work performed for University during the prior month, in compliance with the applicable Project Addendum and **Exhibit C, Payment for Work**. Each invoice will be accompanied by documentation that University may reasonably request to support the invoice amount. University will, within twenty-one (21) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If University approves the amount or any portion of the amount, University will promptly pay (each a **Progress Payment**) to Contractor the amount approved so long as Contractor is not in default under this Agreement. If University disapproves any invoice amount, University will give Contractor specific reasons for its disapproval in writing.
- 6.2 Within ten (10) days after final completion and acceptance of Work by University or as soon thereafter as possible, Contractor will submit a final invoice (**Final Invoice**) setting forth all amounts due and remaining unpaid to Contractor. Upon approval of the Final Invoice by University, University will pay (**Final Payment**) to Contractor the amount due under the Final Invoice.
- 6.3 Notwithstanding any provision of this Agreement to the contrary, University will not be obligated to make any payment (whether a Progress Payment or Final Payment) to Contractor if Contractor is in default under this Agreement or a Project Addendum
- 6.4 The cumulative amount of all Progress Payments and the Final Payment (defined below) will not exceed the Contract Amount as more particularly set forth in **Exhibit C, Payment for Work**.
- 6.5 No payment made by University will (a) be construed to be final acceptance or approval of that part of the Work to which the payment relates, or (b) relieve Contractor of any of its duties or obligations under this Agreement.
- 6.6 The acceptance of Final Payment by Contractor will constitute a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice for payment.
- 6.7 University will have the right to verify details in Contractor's invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Contractor at mutually convenient times; (b) examining any reports with respect to the Project; and (c) other reasonable action.
- 6.8 [Section 51.012, Texas Education Code](#), authorizes University to make payments through electronic funds transfer methods. Contractor agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Contractor agrees to provide Contractor's banking information to University in writing on Contractor letterhead signed by an authorized representative of Contractor. Prior to the first payment, University will confirm Contractor's banking information. Changes to Contractor's bank information must be communicated to University in accordance with **Section 12.14** 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 Contractor.

- 6.9 Notwithstanding any other provision of this Agreement, University is entitled to a discount of \_\_\_\_\_% (**Prompt Payment Discount**) off of each payment that University submits within \_\_\_\_\_ days after University's receipt of Contractor's invoice for that payment.

7. **Ownership and Use of Work Material.**

- 7.1 All tools, software, programs, drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with Work (collectively, **Work Material**), whether or not accepted or rejected by University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- 7.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to Work Material.
- 7.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use Work Material for the completion of Work or otherwise. University may, at all times, retain the originals of Work Material. Work Material will not be used by any person other than University on other projects unless expressly authorized by University in writing.
- 7.4 Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.
- 7.5 All title and interest in Work Material will vest in University and will be deemed to be work made for hire and made in the course of Work rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in University or Work Material may not be considered works made for hire, Contractor irrevocably assigns, conveys and transfers to University and its successors, licensees and assigns, all rights, title and interest worldwide in and to Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event Contractor has any rights in Work Material which cannot be assigned, Contractor agrees to waive enforcement worldwide of the rights against University, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by University.

## 8. Default and Termination

- 8.1 In addition to termination rights under each Project Addendum, in the event of a material failure (**default**) by a party to this Agreement to perform in accordance with the terms of this Agreement (including all Project Addenda), the other party may terminate this Agreement (including all Project Addenda) upon fifteen (15) days' written notice of termination setting forth the nature of the default; provided, that, the default is through no fault of the terminating party. The termination will not be effective if the default is fully cured prior to the end of the fifteen-day (15-day) period.
- 8.2 In addition to termination rights under each Project Addendum, University may, without cause, terminate this Agreement (including all Project Addenda), at any time by giving thirty (30) days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for Work satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Contractor has delivered all Work Material to University. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice, that could have been avoided or mitigated by Contractor.
- 8.3 Termination under **Sections 8.1** or **8.2** will not relieve Contractor from liability for any default under this Agreement (including all Project Addenda) or any other act or omission of Contractor.
- 8.4 If Contractor fails to cure any default within fifteen (15) days after receiving written notice of default, University will be entitled (but will not be obligated) to cure the default and will have the right to offset against all amounts due to Contractor under this Agreement (including all Project Addenda), any and all reasonable expenses incurred in connection with University's curative actions.
- 8.5 In the event this Agreement (including all Project Addenda) is terminated, then within thirty (30) days after termination, Contractor will reimburse University for all fees paid by University to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that University did not receive from Contractor prior to termination.

9. **Indemnification**

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

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

**10. Relationship of the Parties.**

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

**11. Insurance.**

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

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

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

Workers' Compensation policy must include under Item 3.A. on the information page of the Workers' Compensation policy the state in which Work is to be performed for University.

11.1.2 Commercial General Liability Insurance with limits of not less than:

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

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

11.1.3 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for Bodily Injury and Property Damage;

11.1.4 Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate with a deductible of no more than \$10,000. The Umbrella/Excess Liability policy will be excess over and at least as broad as the underlying coverage as required under sections 11.1.1 Employer's Liability; 11.1.2 Commercial General Liability; and 11.1.3 Business Auto Liability. Inception and expiration dates will be the same as the underlying policies. Drop down coverage

will be provided for reduction or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured.

11.1.5 Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$3,000,000 aggregate. Such insurance will cover all Work performed by or on behalf of Contractor and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Contractor agrees to purchase an Extended Reporting Period Endorsement, effective twenty-four (24) months after the expiration or cancellation of the policy. No Professional Liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least twenty-four (24) months after the expiration or termination of this Agreement for any reason.

11.1.6 Contractor's Employee Dishonesty Insurance will be endorsed with a Client's Property Endorsement (or equivalent) to protect the assets and property of University with limits of not less than \$1,000,000 per claim. If Contractor has property of University in its care, custody or control away from University's premises, Contractor will provide bailee coverage for the replacement cost of the property. Contractor's Employee Dishonesty policy will name University as Loss Payee.

11.1.7 Cyber Liability Insurance with limits of not less than \$10,000,000 for each wrongful act. This policy must cover:

- Liability for network security failures or privacy breaches, including loss or unauthorized access, use or disclosure of University data, whether by Contractor or any of subcontractor or cloud service provider used by Contractor;
- Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals;
- Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties;
- Liability for technological products and services;
- PCI fines, fees, penalties and assessments;
- Cyber extortion payment and response costs;
- First and Third Party Business Interruption Loss resulting from a network security failure;
- Liability for technological products and services;
- Costs of restoring, updating or replacing data; and
- Liability losses connected to network security, privacy, and media liability.

If this policy is written on a claims-made basis, (a) the "retroactive date" must be prior to the commencement of Work under this Agreement; and (b) if this policy is cancelled, terminated or non-renewed at any time during the Term, Contractor will purchase an "extended reporting period" for at least a period of two (2) years beyond the termination or expiration of the Term.

Contractor's policy will provide a carve-back to the "Insured versus Insured" exclusion for claims brought by or on behalf of additional insureds.

11.2 Contractor will deliver to University:

11.2.1 After the execution and delivery of this Agreement and prior to the performance of any Work by Contractor, evidence of insurance on a Texas Department of Insurance (TDI) approved certificate form (the Acord form is a TDI-approved form) verifying the existence and actual limits of all required insurance policies; and, if the coverage period shown on the current certificate form ends during the Term, then prior to the end of the coverage period, a new certificate form verifying the continued existence of all required insurance policies.

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

11.2.1.2 Contractor hereby waives all rights of subrogation against the Board of Regents of The University of Texas System and University. **All insurance policies** will be endorsed to provide a waiver of subrogation in favor of the Board of Regents of The University of Texas System and University. No policy will be canceled until after thirty (30) days' unconditional written notice to University. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to University thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this **Section 11**.

11.2.1.3 Contractor will pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by University prior to the performance of any Work by Contractor under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

11.2.1.4 Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following University contact:

Name:  
Address:  
Facsimile Number:  
Email Address:

- 11.3 Contractor's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by University. Contractor's or subcontractor's insurance will be kept in force until all Work has been fully performed and accepted by University in writing, except as provided in this **Section 11.3**.

11.3.1 Professional Liability Insurance coverage written on a claims-made basis requires Contractor to purchase an Extended Reporting Period Endorsement, effective for twenty-four (24) months after the expiration or cancellation of the policy.

## 12. **Miscellaneous.**

- 12.1 **Assignment and Subcontracting.** Except as specifically provided in **Exhibit D**, Historically Underutilized Business Subcontracting Plan, Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Applicable Laws, including [Chapter 2161, Texas Government Code](#), and [34 TAC §§20.285\(g\)\(5\), 20.585 and 20.586](#). The benefits and burdens of this Agreement are assignable by University.
- 12.2 **Texas Family Code Child Support Certification.** Pursuant to [§231.006, Texas Family Code](#), Contractor certifies it is not ineligible to receive the award of or payments under this Agreement, and acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 12.3 **Tax Certification.** If Contractor is a taxable entity as defined by [Chapter 171, Texas Tax Code](#), then Contractor certifies it is not currently delinquent in the payment of any taxes due under Chapter 171, Contractor is exempt from the payment of those taxes, or Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 12.4 **Payment of Debt or Delinquency to the State.** Pursuant to [§§2107.008 and 2252.903, Texas Government Code](#), Contractor agrees any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency Contractor owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.
- 12.5 **Loss of Funding.** Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by the Board of Regents of The University of Texas System (**Board**). If Legislature fails to appropriate or allot necessary funds, or Board fails to allocate necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond University's control.
- 12.6 **Entire Agreement; Modifications.** This Agreement (including all exhibits, schedules, supplements and other attachments (collectively, **Exhibits**)) supersedes all prior agreements, written or oral, between Contractor and

University and will constitute the entire agreement and understanding between the parties with respect to its subject matter. This Agreement and each of its provisions will be binding upon the parties, and may not be waived, modified, amended or altered, except by a writing signed by University and Contractor. All Exhibits are attached to this Agreement and incorporated for all purposes.

- 12.7 **Force Majeure.** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character (**force majeure occurrence**). Provided, however, in the event of a force majeure occurrence, Contractor agrees to use its best efforts to mitigate the impact of the occurrence so that University may continue to provide instruction, research and other mission critical services during the occurrence.
- 12.8 **Captions.** The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
- 12.9 **Venue; Governing Law.** Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.
- 12.10 **Waivers.** No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

12.11 **Confidentiality and Safeguarding of University Records; Press Releases; Public Information.** Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, **University Records**). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws. Prior to commencement of Work, Contractor must provide, or request University provide, appropriate HIPAA and FERPA training to all persons connected with Contractor performing the Work. Contractor will verify to University in writing completion of training for each person connected with Contractor performing Work. Additional mandatory confidentiality and security compliance requirements with respect to University Records subject to the Family Educational Rights and Privacy Act, [20 United States Code \(USC\) §1232g \(FERPA\)](#) are addressed in **Section 12.32**. Additional mandatory confidentiality and security compliance requirements with respect to University Records subject to the [Health Insurance Portability and Accountability Act](#) and [45 Code of Federal Regulations \(CFR\) Part 160](#) and [subparts A and E of Part 164](#) (collectively, **HIPAA**) are addressed in **Section 12.25**. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by the National Institute of Standards and Technology and the Center for Internet Security as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws and the terms of this Agreement; and (4) comply with University Rules regarding access to and use of University's computer systems, including UTS165 at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts165-information-resources-use-and-security-policy>. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.

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

12.11.2 **Return of University Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide University with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.

- 12.11.3 **Disclosure.** If Contractor discloses any University Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this **Section 12.11**.
- 12.11.4 **Press Releases.** Except when defined as part of Work, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of University in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of University.
- 12.11.5 **Public Information.** University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act (TPIA)*, Chapter 552, Texas Government Code. In accordance with §§552.002 and 2252.907, *Texas Government Code*, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.
- 12.11.6 **Termination.** In addition to any other termination rights in this Agreement and any other rights at law or equity, if University reasonably determines that Contractor has breached any of the restrictions or obligations in this Section, University may immediately terminate this Agreement without notice or opportunity to cure.
- 12.11.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.
- 12.12 **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- 12.13 **Records.** Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments will be available to University or its authorized representative during business hours and will be retained for four (4) years after final Payment or abandonment of the Project, unless University otherwise instructs Contractor in writing.
- 12.14 **Notices.** Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications required or permitted under this Agreement, will be in writing and sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is provided below), or email (to the extent an email address is provided below) as indicated below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is provided below) or email (to the extent an email address is provided below), when received:

If to University: \_\_\_\_\_

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

with copy to:

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

If to Contractor:

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

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

- 12.15 **Severability.** In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.
- 12.16 **State Auditor's Office.** Contractor understands acceptance of funds under this Agreement constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. §§[51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Texas Education Code*). Contractor agrees to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
- 12.17 **Limitation of Liability.** EXCEPT FOR UNIVERSITY'S OBLIGATION (IF ANY) TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES UNIVERSITY WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UNIVERSITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR, NO PRESENT OR FUTURE AFFILIATED ENTERPRISE, SUBCONTRACTOR, AGENT, OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE, ATTORNEY OR REGENT OF UNIVERSITY, OR THE UNIVERSITY OF TEXAS SYSTEM, OR ANYONE CLAIMING UNDER UNIVERSITY HAS OR WILL HAVE ANY PERSONAL LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.
- 12.18 **Survival of Provisions.** No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination.

- 12.19 **Breach of Contract Claims.** To the extent that [Chapter 2260, Texas Government Code](#), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The chief business officer of University will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims. The parties specifically agree (i) neither execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts.
- 12.20 **Undocumented Workers.** The *Immigration and Nationality Act* ([8 USC §1324a](#)) (**Immigration Act**) makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the [Form I-9 Employment Eligibility Verification Form \(I-9 Form\)](#) as the document to be used for employment eligibility verification ([8 CFR §274a](#)). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, University may terminate this Agreement in accordance with **Section 8**. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.
- 12.21 **Limitations.** THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (**LIMITATIONS**) ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY, AND TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

12.22 **Ethics Matters; No Financial Interest.** Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy at <http://www.utsystem.edu/board-of-regents/policy-library/policies/int180-conflicts-interest-conflicts-commitment-and-outside->, University's Standards of Conduct Guide at <https://www.utsystem.edu/documents/docs/policies-rules/ut-system-administration-standards-conduct-guide>, and applicable state ethics laws and rules at <http://utsystem.edu/offices/general-counsel/ethics>. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Further, Contractor agrees to comply with [§2252.908, Texas Government Code \(Disclosure of Interested Parties Statute\)](#), and [1 TAC §§46.1 through 46.5 \(Disclosure of Interested Parties Regulations\)](#), as implemented by the Texas Ethics Commission (TEC), including, among other things, providing the TEC and University with information required on the form promulgated by TEC. Contractor may learn more about these disclosure requirements, including the use of TEC's electronic filing system, by reviewing the information on TEC's website at [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html).

12.23 **Enforcement.** Contractor agrees and acknowledges that University is entering into this Agreement in reliance on Contractor's special and unique knowledge and abilities with respect to performing Work. Contractor's services provide a peculiar value to University. University cannot be reasonably or adequately compensated in damages for the loss of Contractor's services. Accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions of this Agreement will cause University irreparable injury and damage. Contractor, therefore, expressly agrees that University will be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

12.24 **INTENTIONALLY DELETED**

12.25 **HIPAA Compliance.** University is a HIPAA Covered Entity and some of the information Contractor receives, maintains or creates for or on behalf of University may constitute Protected Health Information (PHI) that is subject to HIPAA. Before Contractor may receive, maintain or create any University Records subject to HIPAA, Contractor will execute the HIPAA Business Associate Agreement (BAA) in **EXHIBIT E**, HIPAA Business Associate Agreement. To the extent that the BAA conflicts with any term contained in this Agreement, the terms of the BAA will control.

12.26 **Historically Underutilized Business Subcontracting Plan.** Contractor agrees to use good faith efforts to subcontract Work in accordance with the Historically Underutilized Business Subcontracting Plan (HSP) (ref. **Exhibit D**). Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by the Statewide Procurement and Statewide Support Services Division of the Texas Comptroller of Public Accounts or successor entity (collectively, **SPSS**). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to

subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the SPSS in accordance with 34 TAC §§20.285(g)(5), 20.585 and 20.586. University may also revoke this Agreement for breach and make a claim against Contractor.

12.26.1 **Changes to the HSP.** If at any time during the Term, Contractor desires to change the HSP, before the proposed changes become effective (a) Contractor must comply with [34 TAC §20.285](#); (b) the changes must be reviewed and approved by University; and (c) if University approves changes to the HSP, this Agreement must be amended in accordance with **Section 12.6** to replace the HSP with the revised subcontracting plan.

12.26.2 **Expansion of Work.** If University expands the scope of Work through a change order or any other amendment, University will determine if the additional Work contains probable subcontracting opportunities *not* identified in the initial solicitation for Work. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of [34 TAC §20.285](#) before (a) this Agreement may be amended to include the additional Work; or (b) Contractor may perform the additional Work. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with [34 TAC §20.285](#), Contractor will be deemed to be in breach of this Agreement under **Section 8** and will be subject to any remedial actions provided by Applicable Laws, including [Chapter 2161, Texas Government Code](#), and [34 TAC §20.285](#). University may report nonperformance under this Agreement to the SPSS in accordance with [34 TAC §§20.285\(g\)\(5\), 20.585](#) and [20.586](#).

12.27 **Responsibility for Individuals Performing Work; Criminal Background Checks.** Each individual who is assigned to perform Work under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing Work under this Agreement. Prior to commencing Work, Contractor will (1) provide University with a list (**List**) of all individuals who may be assigned to perform Work on University's premises and (2) have an appropriate criminal background screening performed on all the individuals on the List. Contractor will determine on a case-by-case basis whether each individual assigned to perform Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's premises who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform Work on University's premises.

Prior to commencing performance of Work under this Agreement, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the

individuals on the List.

12.28 **INTENTIONALLY DELETED**

12.29 **EIR Environment Specifications.** Exhibit F, Environment Specifications, establishes specifications, representations, warranties and agreements related to the environment specifications of EIR that Contractor is providing to University under this Agreement. The specifications, representations, warranties and agreements in Exhibit F, Environment Specifications, are binding on Contractor. Contractor agrees to perform Work in compliance with Exhibit F, Environment Specifications.

12.30 **Security Characteristics and Functionality of Contractor's Information Resources.** Exhibit G, Security Characteristics and Functionality of Contractor's Information Resources, establishes specifications, representations, warranties and agreements related to the products and services Contractor is providing to University under this Agreement. The specifications, representations, warranties and agreements in Exhibit G, Security Characteristics and Functionality of Contractor's Information Resources, are binding on Contractor. Contractor agrees to perform Work in compliance with Exhibit G, Security Characteristics and Functionality of Contractor's Information Resources.

12.31 **External Terms.** This Agreement completely supplants, replaces, and overrides all other terms and conditions or agreements, written or oral, concerning Contractor's performance or provision of goods or services under this Agreement (**External Terms**). External Terms are null and void and will have no effect under this Agreement, even if University or its employees, contractors, or agents express assent or agreement to External Terms. External Terms include any shrinkwrap, clickwrap, browserwrap, web-based terms and conditions of use, and any other terms and conditions displayed in any format that University or its employees, contractors, or agents are required to accept or agree to before or in the course of accessing or using any goods or services provided by Contractor.

12.32 **FERPA Compliance.** Some of the University Records Contractor receives, creates or maintains for or on behalf of University constitute **Education Records** (as defined by [FERPA](#)), or **Personally Identifiable Information from Education Records** (as defined by [FERPA](#)) (collectively, **FERPA Data**). Before Contractor may access, create or maintain any of University's FERPA Data, Contractor must execute EXHIBIT H, FERPA Confidentiality and Security Addendum. EXHIBIT H, FERPA Confidentiality and Security Addendum, contains terms required by University to ensure that Contractor complies with FERPA (including the requirements of [34 CFR §99.33\(a\)](#)) and University Rules related to FERPA, including (i) a description of all FERPA Data subject to this Agreement, and (ii) recognition that University retains the right to control Contractor's access, use, and disclosure of all FERPA Data. Except to the extent **Section 12.11** conflicts with EXHIBIT H, FERPA Confidentiality and Security Addendum, Contractor will comply with **Section 12.11** in connection with all FERPA Data. To the extent that EXHIBIT H, FERPA Confidentiality and Security Addendum, conflicts with any term contained in this Agreement, the terms of EXHIBIT H, FERPA Confidentiality and Security Addendum, will control.

12.33 **Contractor Certification regarding Boycotting Israel.** Pursuant to [Chapter 2270, 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.

- 12.34 **Contractor Certification regarding Business with Certain Countries and Organizations.** Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

University and Contractor have executed and delivered this Agreement to be effective as of the Effective Date.

**UNIVERSITY:**

**CONTRACTOR:**

**THE UNIVERSITY OF TEXAS SYSTEM**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attach:**

**EXHIBIT A – Scope of Work**

**ATTACHMENT 1 to EXHIBIT A – Sample Project Addendum**

**EXHIBIT B – Schedule**

**EXHIBIT C – Payment for Work**

**EXHIBIT D – HUB Subcontracting Plan**

**EXHIBIT E – HIPAA Business Associate Agreement**

**EXHIBIT F – Environment Specifications**

**EXHIBIT G – Security Characteristics and Functionality of Contractor’s Information Resources**

**EXHIBIT H – FERPA Confidentiality and Security Addendum**

## EXHIBIT A

### SCOPE OF WORK

Upon University's request and only after execution of a Project Addendum by both parties, Contractor will perform Work described in the Project Addendum (ref. **Section 2** of this Agreement) related to \_\_\_\_\_, including:

**[Note: Prior to execution of this Agreement, University will insert a description of the full scope of work based on Section 5 of the RFP and Proposer's response to the RFP.]**

Contractor will perform all services necessary to complete the Work to the satisfaction of University. Contractor will, at all times, conform its Work to the requirements of this Agreement and the applicable Project Addendum and to any other requirements of University to which Contractor consents. Contractor's consent will not be unreasonably withheld.

**ATTACHMENT 1 TO EXHIBIT A – Sample Project Addendum**

**PROJECT ADDENDUM # \_\_\_\_\_  
TO EXHIBIT A**

This Project Addendum (**Project Addendum**) attached to and incorporated into that certain Agreement between University and Contractor (**Agreement**), dated effective \_\_\_\_\_, **2018**, executed by and between **The University of Texas System (University)**, an agency and institution of higher education established under the laws of the State of Texas, and \_\_\_\_\_ (**Contractor**). In the event of a conflict between this Project Addendum and the Agreement, the terms of the Agreement will control over the terms of this Project Addendum.

Capitalized terms used in this Project Addendum will have the meaning subscribed to them in the Agreement unless otherwise expressly defined in this Project Addendum.

**Work:**

Subject to the terms of the Agreement, Contractor will perform the following Work in connection with \_\_\_\_\_ **[Insert general description of the Project.]**:

**1. Scope of Work and Specifications:**

Subject to the terms of the Agreement, Contractor will perform the following services:

<b>Function</b>	<b>Name</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Fees</b>

**[Insert specific description of each element of the Work for the Project.]**

**2. Deliverables: [List deliverables below in chronological order.]**

**3. Service Level Agreements: [List service level requirements.]**

**Schedule:**

Contractor will perform the Work beginning on \_\_\_\_\_, 20\_\_\_\_, and will complete the Work no later than \_\_\_\_\_, 20\_\_\_\_.

Contractor will submit each Deliverable to University in accordance with the following schedule of delivery dates:

**Default and Termination:**

1. **Termination for Cause:** In addition to termination rights under the Agreement, in the event of a default by a party to this Project Addendum to perform in accordance with the terms of this Project Addendum, the other party may terminate this Project Addendum upon fifteen (15) days' written notice of termination setting forth the nature of the default; provided, that, the default is through no fault of the terminating party. The termination will not be effective if the default is fully cured prior to the end of the fifteen-day (15-day) period.
2. **Termination without Cause:** In addition to termination rights under the Agreement, University may, without cause, terminate this Project Addendum, at any time by giving thirty (30) days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for Work satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Contractor has delivered all Work Material to University. Notwithstanding any provision in this Project Addendum to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice, that could have been avoided or mitigated by Contractor.
3. **Liability for Default:** Termination under **Sections 1.** or **2.** will not relieve Contractor from liability for any default under the Agreement (including all Project Addenda) or any other act or omission of Contractor.
4. **Right to Cure:** If Contractor fails to cure any default within fifteen (15) days after receiving written notice of default, University will be entitled (but will not be obligated) to cure the default and will have the right to offset against all amounts due to Contractor under the Agreement (including all Project Addenda), any and all reasonable expenses incurred in connection with University's curative actions.
5. **Reimbursement Rights:** In the event this Project Addendum is terminated, then within thirty (30) days after termination, Contractor will reimburse University for all fees paid by University to Contractor under this Project Addendum that were (a) not earned by Contractor prior to termination, or (b) for goods or services that University did not receive from Contractor prior to termination.

**Fees and Reimbursable Expenses and Disbursements:**

**[Include list of labor categories, rate per category and allowable hours.]**

Subject to **Exhibit C** of the Agreement, the Project Addendum Fee Cap is equal to \$\_\_\_\_\_ and the Project Addendum Expense Cap is equal to \$\_\_\_\_\_.

**Accepted and Agreed:**

**University**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Contractor**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

## **EXHIBIT B**

### **SCHEDULE**

Each Project Addendum described in **Section 2** of this Agreement will contain a specific Schedule for commencement and completion of the Work. Contractor will perform the Work described in the applicable Project Addendum in accordance with the Schedule set forth in that Project Addendum.

## EXHIBIT C

### PAYMENT FOR SERVICES

**FEES:** In accordance with **Section 6** of this Agreement, Contractor will be paid for satisfactory performance of the Work described in each Project Addendum based on actual hours incurred by Contractor's personnel directly and solely in connection with the performance of the Work at the rates ("**Rates**") set forth below:

Provided, however, the amount paid by University to Contractor for each Project Addendum will not exceed the Project Addendum Fee Cap set forth in that Project Addendum. Each Project Addendum will provide a fee cap (**Project Addendum Fee Cap**), for the Work described by that Project Addendum. Contractor will not be paid any fees for the Work described by that Project Addendum that exceed the Project Addendum Fee Cap without the prior written approval of University in the form of an amendment to the Project Addendum executed by University and Contractor.

Notwithstanding the foregoing, the cumulative amount of all fees remitted by University to Contractor under this Agreement for all Project Addenda will not exceed \_\_\_\_\_ **Dollars (\$\_\_\_\_\_)** (**Cumulative Fee Cap**) without the prior written approval of University in the form of an amendment to this Agreement executed by University and Contractor.

If University submits, in advance, a written request for additional services not contemplated or reasonably inferred by this Agreement, Contractor will be paid for the performance of the services an amount agreed upon by University and Contractor as evidenced by a writing in the form of an amendment to this Agreement executed by University and Contractor *prior to* the commencement of Contractor's performance of the services.

**EXPENSES:** Contractor will be reimbursed without mark-up for reasonable expenses (including meals, rental car or mileage, coach class airfare, and lodging) validly incurred directly and solely in support of a Project and approved by University *in advance*. Provided, however, Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at: <https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php>. Contractor will not be reimbursed by University for expenses that are prohibited or that exceed the allowable amounts provided in the then-current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses, Contractor will submit to University receipts, invoices, and other documentation requested University.

Each Project Addendum will provide an expense cap (**Project Addendum Expense Cap**) for the Work described by that Project Addendum. Contractor will not be reimbursed for expenses that exceed the Project Addendum Expense Cap without the prior written approval of University in the form of an amendment to the Project Addendum executed by University and Contractor.

Notwithstanding the foregoing, the cumulative reimbursement for expenses under this Agreement for all Project Addenda will not exceed \$\_\_\_\_\_ (**Cumulative Expense Cap**), without the prior written approval of University in the form of an amendment to this Agreement executed by University and Contractor.

The Cumulative Fee Cap and the Cumulative Expense Cap are sometimes collectively referred to as the **Contract Amount**. The Contract Amount will not exceed

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), without the prior written approval of University in the form of an amendment to this Agreement executed by University and Contractor.

**EXHIBIT D**

**HUB SUBCONTRACTING PLAN**

**[NOTE: INSERT HSP SUBMITTED BY CONTRACTOR AS PART OF ITS PROPOSAL.]**

**EXHIBIT E**

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”), effective \_\_\_\_\_ (“Effective Date”), is entered into by and between The University of Texas \_\_\_\_\_ on behalf of its \_\_\_\_\_ (“Covered Entity”) and \_\_\_\_\_, a \_\_\_\_\_ company doing business as “\_\_\_\_\_” (“Business Associate”, as more fully defined in section 1(c)) (each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, Covered Entity has entered or is entering into that certain \_\_\_\_\_ Agreement with Business Associate (“the Underlying Agreement”) by which it has engaged Business Associate to perform services;

WHEREAS, Covered Entity possesses Protected Health Information that is protected under HIPAA and the HIPAA Regulations, HITECH Act and state law, including the Medical Records Privacy Act (MRPA), and is permitted to manage such information only in accordance with HIPAA and the HIPAA Regulations, HITECH Act, and MRPA;

WHEREAS, Business Associate may receive such information from Covered Entity, or create, receive, maintain or transmit such information on behalf of Covered Entity, in order to perform certain of the services under the Underlying Agreement;

WHEREAS, the Parties desire to comply with health information privacy and security protections subsequent to the enactment of the HITECH Act, Subtitle D of the American Recovery and Reinvestment Act of 2009 which has established requirements for compliance with HIPAA. In particular, the requirements provide that: (1) Covered Entity give affected individuals notice of security breaches affecting their PHI, and Business Associate give notice to Covered Entity pursuant to the provisions below; (2) Business Associate comply with the HIPAA security regulations; and (3) additional and/or revised provisions be included in Business Associate Agreement;

WHEREAS, Under HIPAA and HITECH, Covered Entity is required to enter into protective agreements, generally known as “business associate agreements,” with certain downstream entities that will be entrusted with HIPAA-protected health information;

WHEREAS, Health information is further protected by state law, including the MRPA; and

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard Protected Health Information.

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NOW THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions. The Parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA and the HIPAA Regulations and the

MRPA. All capitalized terms used in this Agreement but not defined below shall have the meaning assigned to them under the HIPAA Regulations.

- a. “Breach” shall have the meaning given such term under 45 C.F.R. § 164.402 as such regulation is revised from time to time.
- b. “Breach of System Security” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of Sensitive Personal Information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.
- c. “Business Associate” means, with respect to a Covered Entity, a person who:
  - 1) on behalf of such Covered Entity or of an Organized Health Care Arrangement (as defined under the HIPAA Regulations) in which the Covered Entity participates, but other than in the capacity of a member of the workplace of such Covered Entity or arrangement, creates, receives, maintains, or transmits PHI for a function or activity regulated by HIPAA, HIPAA Regulations, or MRPA including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 C.F.R. 3.20, billing, benefit management, practice management, and re-pricing; or
  - 2) provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, Data Aggregation, management, administrative, accreditation, or financial services to or for such Covered Entity, or to or for an Organized Health Care Arrangement in which the Covered Entity participates, where the provision of the service involves the disclosure of PHI from such Covered Entity or arrangement, or from another Business Associate of such Covered Entity or arrangement, to the person.
- d. “Data Aggregation” means, with respect to PHI created or received by Business Associate in its capacity as the Business Associate of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- e. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- f. “HIPAA Regulations” means the regulations promulgated under HIPAA<sup>31</sup> by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164 subparts A and E (“The Privacy Rule”) and the Security Standards as they may be amended from time to time, 45 C.F.R. Parts 160, 162 and 164, Subpart C (“The Security Rule”).
- g. “HITECH Act” means the provisions of Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, known as The Health

Information Technology for Economic and Clinical Health, Act 42 U.S.C. §3000 et. seq., and implementing regulations and guidance, including the regulations implemented in 78 Fed. Reg. 5566 (January 25, 2013).

h. “Individually Identifiable Health Information” means information that is a subset of health information, including demographic information collected from an individual, and:

- 1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
- 2) relates to past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
  - a) that identifies the individual; or
  - b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

i. “MRPA” means Texas Medical Records Privacy Act, as codified in Section 181 et seq. of the Texas Health and Safety Code and as implemented through regulations including the Standards Relating to the Electronic Exchange of Health Information, codified at Title 1, Section 390.1 et seq. of the Texas Administrative Code.

j. “Protected Health Information” or “PHI” means Individually Identifiable Health Information that is transmitted by electronic media; maintained in any medium described in the definition of the term electronic media in the HIPAA Regulations; or transmitted or maintained in any other form or medium. The term excludes Individually Identifiable Health Information in educational records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. § 1232g; records described at 20 U.S.C. § 1232g(a)(4)(B)(iv); and employment records held by a Covered Entity in its role as employer and regarding a person who has been deceased more than 50 years.

k. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a routine basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

l. “Sensitive Personal Information” means: (1) an individual’s first name or first initial and last name in combination with any one or more of the following<sup>32</sup> items, if the name and the items are not encrypted: (a) social security number; (b) driver’s license number or government-issued identification number; (c) account number or credit or debit card number in combination with any required security code, access, code, or password that would permit access to an individual’s financial account; or (2) PHI information that identifies an individual and relates to: (a) the physical or mental health or condition of the individual; (b) the provision of health care to the individual; or (c) payment for

the provision of health care to the individual.

m. “Unsecured PHI” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in the guidance issued under Section 13402(h)(2) of the HITECH Act on the HHS web site.

2. Permitted Uses and Disclosures.

a. Compliance with Law. Covered Entity and Business Associate agree to comply with HIPAA, HIPAA Regulations, the HITECH Act, and the MRPA.

b. Performance of Services. Except as otherwise permitted by this Agreement, Business Associate may create, receive, maintain or transmit PHI on behalf of Covered Entity only in connection with the performance of the services contracted for in the Underlying Agreement or as Required by Law (as that term is defined by 45 C.F.R. § 164.103).

c. Proper Management and Administration. Business Associate may use PHI it receives in its capacity as Covered Entity’s Business Associate for the proper management and administration of Business Associate in connection with the performance of services in the Underlying Agreement, as permitted by this Agreement or as Required by Law (as that term is defined by 45 C.F.R. § 164.103), and to carry out the legal responsibilities of Business Associate. Business Associate may also disclose Covered Entity’s PHI for such proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate. Any such disclosure of PHI shall only be made in accordance with the terms of this Agreement, including Section 5(c) if to an agent or subcontractor of Business Associate, and only if Business Associate obtains reasonable written assurances from the person to whom the PHI is disclosed that: (1) the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and (2) Business Associate will be notified by such person of any instances of which it becomes aware in which the confidentiality of the PHI has been breached.

d. Data Aggregation. Business Associate may use and disclose PHI received by Business Associate in its capacity as Covered Entity’s business associate in order to provide Data Aggregation services relating to Covered Entity’s health care operations only with Covered Entity’s permission.

e. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules.

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3. Nondisclosure.

a. As Provided in Agreement. Business Associate shall not use or further disclose Covered Entity’s PHI other than as permitted or required by this Agreement or as Required by Law (as that term is defined by 45 C.F.R. § 164.103).

b. Disclosures Required By Law. Business Associate shall not, without prior written consent of Covered Entity, disclose any PHI on the possibility that such disclosure is required by law without notifying, to the extent legally permitted, Covered Entity so that the Covered Entity shall have an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such a disclosure, Business Associate, shall, to the extent permissible by law, refrain from disclosing the PHI until Covered Entity has exhausted all alternatives for relief. Business Associate shall require reasonable assurances from persons receiving PHI in accordance with Section 2(c) that such persons will provide Covered Entity with similar notice and opportunity to object before disclosing PHI when a disclosure is required by law.

c. Additional Restrictions. If Covered Entity notifies Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures of Covered Entity's PHI pursuant to HIPAA or the HIPAA Regulations, Business Associate shall be bound by such additional restrictions and shall not disclose Covered Entity's PHI in violation of such additional restrictions to the extent possible consistent with Business Associate's obligations set forth in the Underlying Agreement.

d. Restrictions Pursuant to Subject's Request. If Business Associate has knowledge that an individual who is the subject of PHI in the custody and control of Business Associate has requested restrictions on the disclosure of PHI, Business Associate must comply with the requested restriction if (a) the Covered Entity agrees to abide by the restriction; or (b) the disclosure is to a health plan for purposes of carrying out payment or health care operations and the PHI pertains solely to a health care item or service for which Covered Entity has been paid out of pocket in full. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

e. Remuneration. Business Associate shall not directly or indirectly receive remuneration in exchange for disclosing PHI received from or on behalf of Covered Entity except as permitted by HITECH Act § 13405, the MRPA, and any implementing regulations that may be promulgated or revised from time to time.

f. Disclosure. Business Associate shall not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. part 164, or MRPA, if done by the Covered Entity itself except as authorized under Section 2 of this Agreement.

4. Minimum Necessary. Business Associate shall limit its uses and disclosures of, and requests for, PHI, to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

5. Additional Business Associate Obligations.

a. Safeguards. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. 164 with respect to electronic PHI to prevent

use or disclosure of the PHI other than as provided for by this Agreement. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

b. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of the obligations.

c. Business Associate's Agents and Subcontractors.

1) Business Associate shall ensure that any agents and subcontractors to whom it provides PHI agree to only create, receive, maintain or transmit PHI on behalf of the Business Associate under the same restrictions that apply to Business Associate. Such agreement between Business Associate and subcontractor or agent must be in writing and must comply with the terms of this Agreement and the requirements outlined at 45 C.F.R. §164.504(e)(2); 45 C.F.R. §164.502(e)(1)(ii); 45 C.F.R. §164.314; and 45 C.F.R. §164.308(b)(2). Additionally, Business Associate shall ensure agent or subcontractor agree to and implement reasonable and appropriate safeguards to protect PHI.

2) If Business Associate knows of a pattern of activity or practice of its subcontractor or agent that constitutes a material breach or violation of the agent or subcontractor's obligation under the contract or other arrangement, the Business Associate must take steps to cure the breach and end the violation and if such steps are not successful, must terminate the contract or arrangement if feasible. If it is not feasible to terminate the contract, Business Associate must promptly notify the Covered Entity.

d. Reporting. Business Associate shall, as soon as practicable but not more than five (5) business days after becoming aware of any successful security incident or use or disclosure of Covered Entity's PHI or Sensitive Personal Information in violation of this Agreement, report any such use or disclosure to Covered Entity. With the exception of law enforcement delays that satisfy the requirements under 45 C.F.R. § 164.412 or as otherwise required by applicable state law, Business Associate shall notify Covered Entity in writing without unreasonable delay and in no case later than ten (10) calendar days upon discovery of a Breach of Unsecured PHI or Breach of Security System. Such notice must include, to the extent possible, the name of each individual whose Unsecured PHI or Sensitive Personal Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate shall also provide, to the extent possible, Covered Entity with any other available information that Covered Entity is required to include in its notification to individuals under 45 C.F.R. § 164.404(c) and Section 521.053, Texas Business & Commerce Code at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. For purposes of this Agreement, a Breach of Unsecured PHI or Breach of Security System shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business

Associate (including any person, other than the individual committing the breach, who is an employee, officer, or other agent of Business Associate, as determined in accordance with the federal common law of agency) or should reasonably have been known to Business Associate following the exercise of reasonable diligence.

e. Mitigation. Business Associate shall have procedures in place to mitigate, to the maximum extent practicable, any deleterious effect from any Use or Disclosure (as defined by 45 C.F.R. §160.103).

f. Sanctions. Business Associate shall apply appropriate sanctions in accordance with Business Associate's policies against any employee, subcontractor or agent who uses or discloses Covered Entity's PHI in violation of this Agreement or applicable law.

g. Covered Entity's Rights of Access and Inspection. From time to time upon reasonable notice, or upon a reasonable determination by Covered Entity that Business Associate has breached this Agreement, Covered Entity may inspect the facilities, systems, books and records of Business Associate related to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity or the safeguarding of such PHI to monitor compliance with this Agreement. Business Associate shall document and keep current such security measures and safeguards and make them available to Covered Entity for inspection upon reasonable request including summaries of any internal or external assessments Business Associate performed related to such security controls and safeguards. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Agreement, nor does Covered Entity's (1) failure to detect or (2) detection but failure to require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement or termination rights under this Agreement. This Section shall survive termination of this Agreement.

h. United States Department of Health and Human Services. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health and Human Services for purposes of determining Covered Entity's compliance with HIPAA and the HIPAA regulations, provided that Business Associate shall promptly notify Covered Entity upon receipt by Business Associate of any such request for access by the Secretary of the United States Department of Health and Human Services, and shall provide Covered Entity with a copy thereof as well as a copy of all materials disclosed pursuant thereto, unless otherwise prohibited by law.

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i. Training. Business Associate shall provide such training in the privacy and security of PHI to its Workforce (as that term is defined by 45 C.F.R. § 160.103) as is required for Business Associate's compliance with HIPAA, HIPAA Regulations, HITECH, and the MRPA.

6. Obligation to Provide Access, Amendment and Accounting of PHI.

a. Access to PHI. Business Associate shall make available to Covered Entity, in the time and manner designated by the Covered Entity, such information as necessary to allow Covered Entity to meet its obligations under the HIPAA Regulations, PHI contained in a Designated Record Set held by Business Associate as Covered Entity may require to fulfill Covered Entity's obligations to provide access to, and copies of, PHI in accordance with HIPAA and the HIPAA Regulations and MRPA. In the event that any individual requests access to PHI directly from Business Associate, Business Associate shall notify Covered Entity within five (5) business days that such request has been made.

b. Amendment of PHI. Business Associate shall make available to Covered Entity PHI contained in a Designated Record Set held by Business Associate as Covered Entity may require to fulfill Covered Entity's obligations to amend PHI in accordance with HIPAA and the HIPAA Regulations. In addition, Business Associate shall, as directed by Covered Entity, incorporate any amendments to Covered Entity's PHI into copies of such information maintained by Business Associate. In the event that any individual requests amendment of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days.

c. Accounting of Disclosures of PHI.

1) Record of Disclosures. Business Associate shall maintain a record of all disclosures of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, except for those disclosures identified in Section 6(c)(2) below, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure which includes an explanation of the reason for such disclosure. Business Associate shall make this record available to Covered Entity upon Covered Entity's request. If Business Associate maintains records in electronic form, Business Associate shall account for all disclosures made during the period of three (3) years preceding the request. In the event that any individual requests an accounting of disclosures of PHI directly from Business Associate, Business Associate shall notify Covered Entity within five (5) business days that such request has been made and provide Covered Entity with a record of disclosures within ten (10) days of an individual's request. If the request from an individual comes directly to Covered Entity and Covered Entity notifies Business Associate that it requires information from Business Associate in order to respond to the individual, Business Associate shall make available to Covered Entity such information as Covered Entity may require within ten (10) days from the time of request by Covered Entity.

2) Certain Disclosures Need Not Be Recorded. The following disclosures need not be recorded: 37

a) disclosures to carry out Covered Entity's treatment, payment and health care operations as defined under the HIPAA Regulations;

b) disclosures to individuals of PHI about them as provided by

the HIPAA Regulations;

- c) disclosures for Covered Entity's facility's directory, to persons involved in the individual's care, or for other notification purposes as provided by the HIPAA Regulations;
- d) disclosures for national security or intelligence purposes as provided by the HIPAA Regulations;
- e) disclosures to correctional institutions or law enforcement officials as provided by the HIPAA Regulations;
- f) disclosures that occurred prior to the later of (i) the Effective Date or (ii) the date that Covered Entity is required to comply with HIPAA and the HIPAA Regulations;
- g) disclosures pursuant to an individual's authorization in accordance with HIPAA and the HIPAA Regulations; and
- h) any other disclosures excepted from the right to an accounting by the HIPAA Regulations.

7. Material Breach, Enforcement and Termination.

- a. Term. This Agreement shall become effective on the Effective Date and shall continue unless or until this Agreement terminates, the Underlying Agreement terminates, or the Business Associate has completed performance of the services in the Underlying Agreement, whichever is earlier.
- b. Termination. Either Party may terminate this Agreement:
  - 1) immediately if the other Party is finally convicted in a criminal proceeding for a violation of HIPAA or the HIPAA Regulations;
  - 2) immediately if a final finding or stipulation that the other Party has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which the other Party has been joined; or completed performance of the services in the Underlying Agreement, whichever is earlier.
  - 3) pursuant to Sections 7(c) or 8(b) of this Agreement.
- c. Remedies. Upon a Party's knowledge of a material breach by the other Party, the non-breaching Party shall either:
  - 1) provide an opportunity for the breaching Party to cure the breach<sup>38</sup> and end the violation or terminate this Agreement and the Underlying Agreement if the breaching Party does not cure the breach or end the violation within ten (10) business days or a reasonable time period as agreed upon by the non-breaching party; or
  - 2) immediately terminate this Agreement and the Underlying Agreement if cure is not possible.

d. Injunctions. Covered Entity and Business Associate agree that any violation of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law or in equity, Covered Entity shall be entitled to seek an injunction or other decree of specific performance with respect to any violation of this Agreement or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.

e. Indemnification. This indemnification provision is enforceable against the Parties only to the extent authorized under the constitution and laws of the State of Texas. The Parties will indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under MRPA, HIPAA, the HIPAA Regulations, and the HITECH Act by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce.

f. Breach of PHI and Breach of System Security. Business Associate will pay or reimburse Covered Entity for all costs and penalties incurred by Covered Entity in connection with any incident giving rise to a Breach of PHI and/or a Breach of System Security, including without limitation all costs related to any investigation, any notices to be given, reasonable legal fees, or other actions taken to comply with HIPAA, the HITECH Act, or any other applicable law or regulation, where (i) the PHI was in the custody or control of Business Associate when the Breach of PHI and/or Breach of System Security occurred, or (ii) the Breach of PHI and/or Breach of System Security was caused by the negligence or wrongful acts or omissions of Business Associate and its employees, directors, officers, subcontractors, agents or other members of its workforce.

## 8. General Provisions.

a. State Law. Nothing in this Agreement shall be construed to require Business Associate to use or disclose PHI without written authorization from an individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

b. Amendment. Covered Entity and Business Associate agree to enter into good faith negotiations to amend this Agreement to come into compliance with changes in state and federal laws and regulations relating to the privacy, security and confidentiality of PHI. Covered Entity may terminate this Agreement upon thirty (30) days written notice in the event that Business Associate does not promptly enter into an amendment that Covered Entity, in its sole discretion, deems sufficient to ensure that Covered Entity will be able to comply with such laws and regulations. <sup>39</sup>

c. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than

Covered Entity, Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities.

d. Ambiguities. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable law protecting the privacy, security, and confidentiality of PHI, including, without limitation, MRPA, HIPAA, the HIPAA Regulations, and the HITECH Act.

e. Primacy. To the extent that any provision of this Agreement conflicts with the provision of any other agreement or understanding between the Parties, this Agreement shall control.

f. Destruction/Return of PHI. Business Associate agrees that, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), upon termination of this Agreement or the Underlying Agreement, for whatever reason,

1) It will return or destroy all PHI, if feasible, received from or created or received by it on behalf of Covered Entity that Business Associate maintains in any form, and retain no copies of such information which for purposes of this Agreement shall mean all backup tapes. Prior to doing so, Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. An authorized representative of Business Associate shall certify in writing to Covered Entity, within thirty (30) days from the date of termination or other expiration of the Underlying Agreement, that all PHI has been returned or disposed of as provided above and that Business Associate or its subcontractors or agents no longer retain any such PHI in any form.

2) If it is not feasible for Business Associate to return or destroy said PHI, Business Associate will notify the Covered Entity in writing. The notification shall include a statement that the Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and the specific reasons for such determination. Business Associate shall comply with the Security Rule and extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

3) If it is infeasible for Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to comply with the Security Rule and extend any and all protections, limitations and <sup>40</sup> restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

g. Offshore Work. In performing the functions, activities or services for, or on behalf of Covered Entity, Business Associate shall not, and shall not

permit any of its agents or subcontractors who receive Covered Entity's PHI to, transmit or make available any PHI to any entity or individual outside the United States without prior written consent of Covered Entity.

h. Integration. This Agreement embodies and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter hereof.

i. Governing Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of Texas without regard to choice of law principles.

j. Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

If to Covered Entity:  
The applicable U.T. Institution(s)'s Privacy Officer.

With copy to:  
The University of Texas System Privacy Officer  
Office of Systemwide Compliance

If to Business Associate: \_\_\_\_\_

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner herein above provided.

k. Privilege. Notwithstanding any other provision in this Agreement, this Agreement shall not be deemed to be an agreement by Business Associate to disclose information that is privileged, protected, or confidential under applicable law to the extent that such privilege, protection or confidentiality (a) has not been waived or (b) is not superseded by applicable law.

l. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Facsimile and electronic (pdf) signatures shall be treated as if they are original signatures. <sup>41</sup>

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives in the manner legally binding upon them as of the date indicated below.

BUSINESS ASSOCIATE

COVERED ENTITY

THE UNIVERSITY OF TEXAS

---

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Type or Print)

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

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

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Type or Print)

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

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

**EXHIBIT F**

**ENVIRONMENT SPECIFICATIONS**

**[NOTE: INSERT ENVIRONMENT SPECIFICATIONS SUBMITTED BY CONTRACTOR AS PART OF ITS PROPOSAL.]**

**EXHIBIT G**

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

**[NOTE: INSERT SECURITY CHARACTERISTICS SUBMITTED BY CONTRACTOR AS  
PART OF ITS PROPOSAL.]**

## EXHIBIT H

### FERPA CONFIDENTIALITY AND SECURITY ADDENDUM

This FERPA Confidentiality and Security Addendum (**Addendum**) is made and entered into effective as of [REDACTED] (**Effective Date**) by and between **The University of Texas [REDACTED]**, a state agency and institution of higher education established under the laws of the State of Texas (**University**) and [REDACTED] (**Contractor**), (collectively, **Parties**). The purpose of this Addendum is to provide the terms under which Contractor is required to maintain the confidentiality and security of any and all University records subject to the Family Educational Rights and Privacy Act, 20 United States Code §1232g (**FERPA**) which Contractor will create, receive, or maintain on behalf of University pursuant to **[Identify underlying contract to which the Addendum is attached.]**(**Underlying Agreement**).

1. **FERPA.** The Parties understand and agree that:
  - 1.1 As part of the work (**Work**) that Contractor will provide pursuant to the Underlying Agreement, Contractor is expected to create, receive or maintain, records or record systems from or on behalf of University that (a) are subject to FERPA or (b) contain personally identifiable information from "Education Records" as defined by and subject to FERPA (collectively, **FERPA Records**) namely: **[Insert description of the types or categories of records subject to FERPA to be created, accessed and or maintained by Contractor.]**. FERPA Records include all data in any form whatsoever, including electronic, written and machine readable form.
  - 1.2 Notwithstanding any other provision of the Underlying Agreement, this Addendum or any other agreement, all FERPA Records created, received or maintained by Contractor pursuant to the Underlying Agreement will remain the sole and exclusive property of University.
2. **FERPA Compliance.** In connection with all FERPA Records that Contractor may create, receive or maintain on behalf of University pursuant to the Underlying Agreement, Contractor is designated as a University Official with a legitimate educational interest in and with respect to such FERPA Records, only to the extent to which Contractor (a) is required to create, receive or maintain FERPA Records to carry out the Underlying Agreement, and (b) understands and agrees to all of the following terms and conditions *without reservation*:
  - 2.1 **Prohibition on Unauthorized Use or Disclosure of FERPA Records:** Contractor will hold University FERPA Records in strict confidence. Contractor will not use or disclose FERPA Records received from or on behalf of University, including any FERPA Records provided by a University student directly to Contractor, except as permitted or required by the Underlying Agreement or this Addendum.
  - 2.2 **Maintenance of the Security of FERPA Records:** Contractor will use the administrative, technical and physical security measures, including secure encryption in the case of electronically maintained or transmitted FERPA Records, approved by University and that are at least as stringent as the requirements of UT System Information and Resource Use & Security Policy, UTS165 at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts165-information-resources-use-and-security-policy>, to

preserve the confidentiality and security of all FERPA Records received from, or on behalf of University, its students or any third party pursuant to the Underlying Agreement.

- 2.3 **Reporting of Unauthorized Disclosures or Misuse of FERPA Records and Information:** Contractor, within one (1) day after discovery, will report to University any use or disclosure of FERPA Records not authorized by this Addendum. Contractor's report will identify: (i) the nature of the unauthorized use or disclosure, (ii) the FERPA Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure. Contractor will provide such other information, including written reports, as reasonably requested by University. For purposes of this **Section 2.3**, an unauthorized disclosure or use includes any access or use of an "Education Record" (as defined by FERPA) by a Contractor employee or agent that the employee or agent does not require to perform Work or access by any employee or agent that does not involve the provision of Work.
- 2.4 **Right to Audit:** If University has a reasonable basis to believe that Contractor is not in compliance with the terms of this Addendum, University may audit Contractor's compliance with FERPA as Contractor's compliance relates to University's FERPA Records maintained by Contractor.
- 2.5 **Five Year Exclusion for Improper Disclosure of Education Records.** Under the federal regulations implementing FERPA, improper disclosure or redisclosure of personally identifiable information from University's "Education Records" (as defined by FERPA) by Contractor or its employees or agents may result in Contractor's complete exclusion from eligibility to contract with University for at least five (5) years.
3. **Return of FERPA Records.** Contractor agrees that no later than 30 days after expiration or termination of the Underlying Agreement or this Addendum for any reason, or within thirty (30) days after University's written request, Contractor will halt all access, use, creation, or processing of FERPA Records and will return to University all FERPA Records, including any copies created by Contractor or any subcontractor; and Contractor will certify in writing to University that all FERPA records have been returned to University.
4. **Disclosure.** Contractor will restrict disclosure of FERPA Records solely to those employees, subcontractors, or agents of Contractor that have a need to access the FERPA Records in order for Contractor to perform its obligations under the Underlying Agreement or this Addendum. If Contractor discloses any FERPA Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with restrictions and obligations that align with the restrictions and obligations imposed on Contractor by the Underlying Agreement and this Addendum, including requiring each subcontractor or agent to agree to the same restrictions and obligations in writing.
5. **Termination.** This Addendum will remain in effect until the earlier of (a) expiration or termination of the Underlying Agreement, or (b) the date University terminates this Addendum by giving Contractor sixty (60) days' written notice of University's intent to terminate. **Sections 2, 3, 4, and 6** of this Addendum will survive expiration or termination of the Underlying Agreement and this Addendum.

6. **Breach.** In the event of a breach, threatened breach or intended breach of this Addendum by Contractor, University (in addition to any other rights and remedies available to University at law or in equity) will be entitled to preliminary and final injunctions, enjoining and restraining such breach, threatened breach or intended breach.
7. **Governing Law.** The validity, construction, and performance of this Addendum are governed by the laws of the State of Texas, and suit may be brought in Travis County, Texas to enforce the terms of this Addendum.
8. **Non-Assignment.** The rights and obligations of the Parties under this Addendum may not be sold, assigned or otherwise transferred.

**AGREED TO AND SIGNED BY THE PARTIES.**

**The University of Texas System**

**[Contractor]**

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

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

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

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

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

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

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

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

**INFORMATION SECURITY**

**THIRD-PARTY ASSESSMENT SURVEY**

**NOTE:** Please complete the survey below and return with Proposal.

Administrator Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Address : \_\_\_\_\_ Website: \_\_\_\_\_  
 IT Security Contact: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Location of Data Center: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Location of Recovery Center: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Years in Business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_ Number of Customers Using the Product: \_\_\_\_\_  
 UT Entity's Sponsoring Dept. **Shared Information Services**

**Name & Description of Service/Product:** \_\_\_\_\_  
 \_\_\_\_\_  
**Describe the Target Users for the Service/Product:** \_\_\_\_\_  
 \_\_\_\_\_  
**Technical Description** (client, agent, SSL, FTP, hosted website, ASP, cloud computing, etc.): \_\_\_\_\_  
 \_\_\_\_\_  
**Other Customer Software Required to Run the Product/Service:** \_\_\_\_\_  
 \_\_\_\_\_  
**Describe Pertinent Outsourced/Contracted Service Arrangements:** (such as: support, cloud services, third-party applications, etc.) \_\_\_\_\_  
 \_\_\_\_\_  
**Describe Security Features/Testing/External Assessments:** \_\_\_\_\_  
 \_\_\_\_\_

**Note: Respond "yes" or "no" to the questions below. Explain Proposer's answer in the Comments column.**

A. Data Centers	Answer	Comments
1. Has contract with third-party for data center services. If yes, specify type of service provided by data center provider: a. Managed Hosting (full responsibility for admin, mgmt, architecture, hardware and software), b. Managed Services (same as Managed Hosting but with administrator access to infrastructure and responsibility at the application level), c. Co-Location (Administrator has full responsibility of hardware but leveraging private data suites, cages, etc.)		
2. Number of years doing business with data center service provider?		
B. Policies, Standards and Procedures	Answer	Comments
1. Has formal written Information Security Policies.		
2. Will provide copies of the Information Security Policies.		
3. Will provide, if asked, examples of security documents, which you have indicated you maintain.		
4. Can provide supporting documentation of certifications and results of a third-party external Information Security assessment conducted within the past 2 years (SAS-70, SSAE-16, penetration test, vulnerability assessment, etc.)		
5. Maintains incident response procedures.		
6. Policy protects client information against unauthorized access; whether stored, printed, spoken, or transmitted.		
7. Policy prohibits sharing of individual accounts and passwords.		
8. Policy implements the following Information Security concepts: need to know, least privilege, and checks and balances.		
9. Receives and implements protections for security vulnerability alerts (such as CERTs).		
10. Requires system administrators to be educated and qualified.		
11. Implements AAA (Authentication, Authorization, Accounting) for all users.		
12. Performs background checks for individuals handling sensitive information.		
13. Termination or job transfer procedures immediately protect unauthorized access to information.		
14. Provides customer support with escalation procedures.		
15. Documented change control processes.		

16. Requires contractors, subcontractors, vendors, outsourcing ventures, or other external third-party contracts to comply with policies and customer		
17. Policy implements federal, state, and local regulatory requirements.		
18. Maintains a routine user Information Security awareness program.		
19. There is a formal routine Information Security risk management program for risk assessments and risk management.		
<b>C. Architecture</b>	<b>Answer</b>	<b>Comments</b>
1. Will provide a network architecture drawing for the customer solution, which demonstrates the defense-in-depth strategies.		
2. Implements and monitors firewall protections.		
3. Maintains routers and ACLs.		
4. Provides network redundancy.		
5. IDS/IPS technology is implemented and alerts are assessed.		
6. There is a DMZ architecture for Internet systems.		
7. Web applications that 'face' the Internet are on DMZ servers are separate from internal servers that house sensitive customer information.		
8. Maintains enterprise-wide virus/malware protection.		
9. There is an enterprise patch management system.		
10. Provides dedicated customer servers or explain how this is accomplished in a secure virtual or segmented configuration.		
11. Remote access is achieved over secure connections.		
12. Test environments both physical and logical are separated from production environments.		
13. Will provide architectural software solution data flow diagrams, which include implemented security controls.		
14. Wireless networks are encrypted, require user authentication, and there are secured/controlled access points.		
<b>D. Configurations</b>	<b>Answer</b>	<b>Comments</b>
1. All computers systems involved are kept current with security patches and have up-to-date malware protection.		
2. Encryption, with the strength of at least 256 bit, is used, required, and monitored when sensitive information is transmitted over untrusted or public connections.		
3. System banners are displayed prior to access and require the user's acknowledgment and agreement concerning: unauthorized use is prohibited, system are monitored, policies are enforced, and there is no expectation of privacy.		
4. Computers have password-protected screen savers that activate automatically to prevent unauthorized access when unattended.		
5. All unnecessary services are removed from computers.		
6. Servers run anti-intrusion software (such as tripwire, etc.).		
7. All administrator-supplied default passwords or similar "published" access codes for all installed operating systems, database management systems, network devices, application packages, and any other commercially produced IT products have been changed or disabled.		
8. Passwords have a minimum of 8 characters, expire, and have strength requirements.		
9. Passwords are never stored in clear text or are easily decipherable.		
10. All system operating systems and software are routinely checked to determine whether appropriate security settings are enabled.		
11. File and directory permissions are managed for least privilege and need-to-know accesses.		
12. Redundancy or high availability features are implemented for critical functions.		
13. All user access is authenticated with either a password, token or biometrics.		
14. All system changes are approved, tested and logged.		
15. Production data is not used for testing unless the data has been		
16. Application security follows industry best practices (such as OWASP).		
17. For system's support users, the account lockout feature is set for successive failed logon attempts.		
18. Split tunneling is prohibited when connecting to customer systems or networks.		
<b>E. Product Design</b>	<b>Answer</b>	<b>Comments</b>
1. If the product integrates with portable devices, sensitive information or information protected by law is encrypted when stored on these portable devices and requires password access.		

2. Access to sensitive information or information protected by law, across a public connection is encrypted with a secured connection and requires user authentication.		
3. If the product manages Protected Health Information (PHI), the product and company processes are HIPAA compliant.		
4. Management of any payment card information is compliant with the Payment Card Industry (PCI) Standards.		
5. Web applications are scanned, tested, and monitored for common application security vulnerabilities.		
6. Software, applications, and databases are kept current with the latest security patches.		
7. This product has been and can be Shibbolized.		
8. This product integrates with Active Directory or LDAP		
9. Encryption, with the strength of at least 256 bit, is available for stored data if the customer so desires.		
<b>F. Access Control</b>	<b>Answer</b>	<b>Comments</b>
1. Access is immediately removed or modified when personnel terminate, transfer, or change job functions.		
2. Achieves individual accountability by assigning unique IDs and prohibits password sharing.		
3. Critical data or systems are accessible by at least two trusted and authorized individuals.		
4. Access permissions are reviewed at least monthly for all server files, databases, programs, etc.		
5. Users only have the authority to read or modify those programs or data, which they need to perform their assigned duties.		
<b>G. Monitoring</b>	<b>Answer</b>	<b>Comments</b>
1. Access logs for all servers, sensitive databases, and sensitive files are reviewed at least monthly for anomalies.		
2. System event logging is implemented on all servers and records at a minimum who, what, and when.		
3. After normal business hours system activity and access (physical or logical) is reviewed and analyzed at least monthly.		
4. System logs are reviewed for failed logins or failed access attempts at least monthly.		
5. Dormant accounts on systems are reviewed and removed at least monthly.		
6. Network and firewall logs are reviewed at least monthly.		
7. Wireless access is reviewed at least monthly.		
8. Scanning is done routinely for rogue access points.		
9. IDS/IPS systems are actively managed and alert notifications have been implemented.		
10. Vulnerability scanning is performed routinely.		
11. Password complexity checking is done routinely.		
<b>H. Physical Security</b>	<b>Answer</b>	<b>Comments</b>
1. Access to secure areas are controlled such as: key distribution management, paper/electronic logs, or a receptionist always present when the doors are opened.		
2. Access to server rooms are controlled and follow need-to-know and least privilege concepts.		
3. Computer rooms have special safeguards in place i.e., cipher locks, restricted access, room access log.		
4. Disposal of printed confidential or sensitive information is shredded or otherwise destroyed securely.		
5. Customer information is either prohibited or encrypted (PHI, student data, SSN, etc.) on laptop computers or other portable devices.		
6. Desktops which display sensitive information are positioned to protect from unauthorized viewing.		
7. All visitors are escorted in computer rooms or server areas.		
8. Appropriate environmental controls been implemented where possible to manage the equipment risks such as: alarms, fire safety, cooling, heating, smoke detector, battery backup, etc.		
9. There are no external signs indicating the content or value of the server room or any room containing sensitive information.		
10. There are secure processes for destroying sensitive data on hard drives, tapes or removable media when it is no longer needed.		
<b>I. Contingency</b>	<b>Answer</b>	<b>Comments</b>
1. There is a written contingency plan for mission critical computing operations.		

2. Emergency procedures and responsibilities are documented and stored securely at multiple sites.		
3. The contingency plan is reviewed and updated at least annually.		
4. You have identified what computing services must be provided within specified critical timeframes in case of a disaster.		
5. Cross-functional dependencies been identified so as to determine how the failure in one system may negatively impact another one.		
6. You have written backup procedures and processes.		
7. You periodically test the integrity of backup media.		
8. Backup media is stored in a secure manner and access is controlled.		
9. You maintain a documented and tested disaster recovery plan.		
10. You have off-site storage and documented retrieval procedures for backups.		
11. You have rapid access to backup data.		
12. Backup media is appropriately labeled to avoid errors or data exposures.		
<b>J. BUSINESS RELATIONSHIPS</b>	<b>Answer</b>	<b>Comments</b>
1. Confidential agreements have been signed before proprietary and/or sensitive information is disclosed.		
2. Business associate contracts or agreements are in place and contain appropriate risk coverage for customer requirements.		
3. Business associates are aware of customer security policies and what is required of them.		
4. Business associates agreements document agreed transfer of customer's data when the relationship terminates.		
5. Contractual agreements will or do include the UT Entity's required information security language.		
6. By contractual agreement, the provider's outsource service arrangements and changes are made know to the customer and require preapproval when it involves management changes of the customer's data (such as: cloud services, offshoring, etc.).		
7. Contractual agreements accommodate customer requirements/restrictions concerning the physical storage location customer data and/or physical routing of sensitive information.		
8. Contractual language requires release of customer information to government agencies or other authorities must be managed by the customer.		
9. Technologies or management of customer information facilitates customer open records and records retention requirements.		
10. Technologies or management of customer information can facilitate customer requests for investigations, and if necessary, forensic analysis to include a documented chain of custody.		
11. Contracts protect customer correspondence with the provider (such as: email, voice, SMS, IM, etc.) and release requires customer approval.		

## ADDENDUM 1

DATE: January 10, 2019  
PROJECT: Staff Augmentation Services to Support PeopleSoft-Related Projects  
RFP NO: 720-1819  
OWNER: The University of Texas System Administration  
TO: Prospective Bidders

This Addendum forms part of Contract Documents and modifies Bid Documents dated April 25<sup>th</sup>, 2018 with amendments and additions noted below.

### **Additions and Revisions to Section 5.1, Special Considerations and Section 5.2.1.**

#### **Special Considerations Section has been revised to read as follows:**

Special Considerations: Proposer is required to be able to provide all of the position types listed in **Section 5.4.1** and must bid on all positions.

#### **Minimum Requirements Section has been revised to read as follows:**

5.2.1 Proposer is required to be able to provide all of the position types listed in **Section 5.4.1** and must bid on all positions.

### **Questions and Answers:**

1. Question: To confirm, proposers are required to be able to provide ALL of the position types including the following?
- a. Cherwell Administrator
  - b. SciQuest (Jaggaer) Analyst
  - c. CONCUR Analyst
  - d. Hyperion PSPB Administrator

**Answer:** *This is correct.*

2. Question: For Appendix 5, there a number of questions and requirements that appear to not be applicable to standard consulting services. Is it OK to respond with Not Applicable to certain requirements?

**Answer:** Respond N/A to the requirements that are not relevant. Explain why, in your opinion, they are not relevant.

**3. Question:** Section 6 requests NTE (not-to-exceed) hourly rates for each role and skill level. Can we differentiate between onsite and remote services, or do we quote a single rate for each role inclusive of all potential travel expenses?

**Answer:** Proposer is to quote one rate, inclusive of all potential travel expenses.

**4. Question:** Appendix 1, Section 3, Proposer's General Questionnaire has questions that request a work plan and details of that work plan. How does UT want us to respond? Also, 3.3 requests resumes and any difficulties that are anticipated. Is it acceptable to respond as Not Applicable to these given that this is not a specific project or work request?

**Answer:** Respond N/A to the questions that are not relevant. Explain why, in your opinion, they are not relevant.

**5. Question:** Is there any supply chain portal (like Jaggaer which is being used by the Supply Chain Alliance) to review/download any addendums/Q&A etc?

**Answer:** APPENDIX TWO and all RFP documents can be found under the following link:  
<http://www.txsmartbuy.com/sp/720-1819>

Please use Chrome to open it. This portal will get updated with additional documents when posted.

**6. Question:** Were you going to share a list of contacts of the vendors who attended the conference call?

**Answer:** This is the information Proposer may request through Open Records procedure:  
<https://www.utsystem.edu/offices/general-counsel/open-records>

**7. Question:** Someone had asked a question on sponsorship. Forgive me, didn't get the whole question or the answer. If you recall, can you clarify.

**Answer:** Refer to question 67.

**8. Question:** Laptops – does the vendor have to supply the laptop and security software? Can you estimate the cost this will add to the vendor in order to do business with the University?

**Answer:** Yes, a laptop with Microsoft defender or other comparable anti-virus detection software must be supplied by Contractor(s). Contractor(s) give permission for UT System to install end-point protection software such as CrowdStrike and / or Tanium on those machines as needed. Cost for Contractor will vary depending on laptop chosen. A list of laptop spec requirements and recommendations can be found in response to question 71 of this document.

**9. Question:** Are there any other anticipated costs to the vendors i.e. security training or will the University provide training?

**Answer:** Refer to Section 5.4.5.F of the RFP document for required trainings - it will be negotiated with the bid winner(s) (Contractor(s)) if that training will be done by UT System or by Contractor.

**10. Question:** We currently have a contract for IT Staffing with the University of Texas Austin. 15 vendors have been awarded. Would you consider awarding more than 3 vendors especially with the assumption that the 2 existing incumbents will also get awarded?

**Answer:** The assumption made in the question is not correct. This is multiple award RFP and UT System is willing to award the Contract to the best value Contractor(s). The # of awarded contracts depends on the quality of proposals.

**11. Question:** As an IT Staff Augmentation vendor, we implement any and all policies as required by our clients which we pass down to our contractors. While we work with the Texas Health and Human Service Commission, Department of State Health, Department of Family and Protective Services, Department of Aging and Disabilities, for example, we have not been previously asked to become HIPAA compliant ourselves. Our contractors have to sign any and all security documents, NDA, Computer use, ethics documentation etc. these such clients require. In the past we have had a handful of contractors required to attend annual HIPAA training. Historically, our clients provide the training and any signed documentation from the vendor/contractors.

So the question, If we do not currently have our own HIPAA program in place, but willing to take the necessary steps to do so, will the University even consider awarding a vendor who does not currently have a HIPAA program in place other than following client policy?

**Answer:** Yes, UT System will consider all qualified proposals. Facts UT System will take into account would be: 1) willingness to take UT System HIPAA training when Contractor doesn't have its own; 2) willingness to certify or require sub-Contractors to take the HIPAA training (Contractor's or UT System's); 3) willingness to enter into the BAA.

**12. Question:** During the call a question related to what worksite are to be considered in our response. Below is group of questions related to associated documents and that discussion:

Will all of the work associated with the RFP be performed on UT System Facilities?

If the work will be performed on UT System Facilities:

Please verify that we may respond with "N/A" and an explanation that the question is service-related/remote work and this is a staff augmentation RFP where all consultants will be on site. Specifically the "Information Security Third Party Assessment Survey".

**Answer:** *Most work will be done onsite at the SIS office in Irving, Texas - some work could be requested to be done remotely. A remote Contractor would be required to connect to SIS managed systems and communicate with SIS staff while working from remote / personal facilities. Refer to Section 5.4.5.F of the RFP document for minimum requirements for these guidelines.*

*If Proposer feels the questions do not pertain to this RFP, answer N/A and include an explanation as to why Proposer is answering as such.*

**13. Question:** In Section 5.2.3 SECTION 5 SPECIFICATIONS AND ADDITIONAL QUESTIONS states “All Contractor personnel are required to begin work with a Contractor-owned laptop and Contractor agrees that all computers connecting to University’s network must run security software prescribed by University Information Security Officer as necessary to properly secure University Resources.” During the call this line item was discussed and we would like to validate a couple items that were still unclear:

**Is the Contractor to provide laptop and associated hardware and software for each consultant?**

**If so:**

**Please share both the software and hardware requirements for each device.**

**How would should the cost of this equipment be represented in the Contractor Proposal?**

**Answer:** *Yes, Contractor will provide laptop(s) and associated hardware and software for each consultant.*

*This a sample of what the laptop specifications will be, specific requirements will be negotiated with bid winner(s):*

*Mac Spec Requirements:*

- *i7 Processor*
- *4 GB Memory*
- *512GB PCIe-based SSD*
- *At least 2 USB Ports (not required but highly recommended)*
- *HDMI Port (not required but highly recommended)*
- *Ethernet port (not required but highly recommended)*

*ISO Mac Requirements: vendor gives permission for UT System ISO to install an endpoint management system such as JAMF, formally known as Casper Suite, and end-point protection software such as Crowdstrike and/or Tanium.*

*PC Computer Spec requirements:*

- *Windows 7 or 10 Professional/Pro- 64 Bit*
- *i7 Processor*
- *4 GB Memory*
- *256GB SSD*
- *Wifi capable (Ethernet port is highly recommended)*
- *At least 2 USB Ports (not required but highly recommended)*
- *HDMI Port (not required but highly recommended)*

*ISO PC Requirements: Microsoft defender or other comparable anti-virus detection software must be installed by Vendor. Vendor gives permission for UT System to install end-point protection software such as Crowdstrike and/or Tanium for projects longer than 6 months.*

*Software requirements: Microsoft Office Suite.*

*Include any cost associated with a contractor in the NTE pricing rate table.*

*Review Section 5.4.5.D of the RFP document for what will be provided by the University as it relates to Peripherals.*

**14. Question:** In Section 5.2.2 SECTION 5 SPECIFICATIONS AND ADDITIONAL QUESTIONS states “All Contractor personnel assigned to this contract must have a minimum of 2-years practical experience in implementing and maintaining Oracle best security practices for databases, PeopleSoft security, web logic servers, PeopleCode, and other programming languages.”  
Is there a particular form of validation or certification that is required to establish this minimum knowledge of the described technologies and environments?

**Answer:** *An acknowledgment of this requirement will need to be included into Proposer’s response. This acknowledgment will be a part of the agreement if Proposer if awarded under this RFP.*

**15. Question:** In Section 3 Submission of Proposal, 3.1.B states that “USB Flash Drive must include a protective cover....”  
Please clarify whether the protective cover is a separate envelope for the USB drive or a style of USB drive with a removable cap covering the plug.

**Answer:** *The protective cover is a separate envelope for the USB drive.*

**16. Question:** Requests for references are located in Section 3, Proposer's General Questionnaire and Section 5.5, Additional Questions Specific to this RFP.  
Please confirm whether you want to receive only one list of references in the submission package.

**Answer:** *One list of references will be sufficient. Put this list as the response to Section 5.5 of the RFP document.*

**17. Question:** Please confirm that for RFP questions that are related to services instead of staff augmentation, we may respond with "N/A" and an explanation that the question is service-related and this is a staff augmentation RFP.

**Answer:** *If Proposer feels the questions do not pertain to this RFP, answer N/A and include an explanation as to why Proposer is answering as such.*

**18. Question:** For Section 5.5.12, please define the term "fluid technology".

**Answer:** *Refer to this Oracle document:*  
[https://docs.oracle.com/cd/E52319\\_01/infoportal/fluid\\_ui.html](https://docs.oracle.com/cd/E52319_01/infoportal/fluid_ui.html)

**19. Question:** Section 3.3.1 in the Proposer's General Questionnaire requests summary resumes for proposed key personnel who will be providing services. It was verbally noted during the pre-proposal conference that these resumes would not be required. Please confirm that you do not require us to submit resumes as part of our RFP response.

**Answer:** *The resumes are not required under the Section 3.3.1.*

**20. Question:** What is the volume i.e. how many jobs are you planning to fill through this RFP?

**Answer:** 10+

**21. Question:** Will Austin be the single location for filling the Talent / will you place consultants in different cities / states

**Answer:** *The primary work location for this RFP is The Office of Shared Information Services located in Irving, Texas. There could be a need for contractors to travel to other UT Institutions for certain projects which would be negotiated on a case by case basis and detailed in the Project Addendum.*

**22. Question:** When will you provide answers to all the questions asked by vendors?

**Answer:** N/A.

**23. Question:** What does the UT System expect the budget to be for this program?

**Answer:** *University will not disclose budget information for this RFP.*

**24. Question:** What is the expected number of PeopleSoft Consultants that will be sourced for this RFP?

**Answer:** 10+.

**25. Question:** Will awarded partners be working directly with University of Texas Systems Administration and partnering University technical managers?

**Answer:** *All contractors will report to UT System Administration Shared Information Services Managers/Directors in support of the campuses described in Section 1.2.*

**26. Question:** What is the expected period of performance for contracts resulting from award of RFP No. 720-1819?

**Answer:** *Refer to Section 5.1 of the RFP document (Contract Term).*

**27. Question:** Is section 3.2.3 applicable here?

**Answer:** *This Section is not applicable.*

**28. Question: Will there be UT Systems data stored on the contractor's laptops? If so, would the partner and/or contractors be responsible for the data stored?**

**Answer:** *Contractors will do daily work in a Virtual Desktop and would not be required to store data on the laptop but if it did occur, refer to Section 5.4.5.F in the RFP Document and Section 8.f.1-3 in Appendix Two, Exhibit E document for this answer.*

**29. Question: Please confirm if the following understanding of PeopleSoft landscape at UT is correct:**

**UTShare - PS FSCM 9.1, PS HCM 9.1, PS Portal (Interactive Hub)**

**UTD - PS FSCM 9.1, PS HCM 9.1, PS Portal (Interactive Hub)**

**UTRGV - PS FSCM 9.2, PS HCM 9.2, PS Portal (Interactive Hub)**

**Campus Solutions for each University - PS CS 9.1**

**Additionally, can you provide the Application Architecture details of each installation such as - No. of environments, location, details of the servers, no. of instances, database details, no. of modules, bolt-on applications (if any) etc.**

**Answer:** *Information about current PeopleSoft installations can be found in Section 1.2 of the RFP document. More information about the environments will be shared with awarded Contractor(s).*

**30. Question: The RFP states that UTS requires the following roles with PeopleSoft technical skillsets "PeopleSoft Financials/HCM ERP Specialist" and "PeopleSoft Budget and Finance Developer".**

**We understand that the ERP specialist role is required to have basic functional knowledge of the PS FSCM/HCM modules and expertise in upgrades/implementations. The developer is required to exhibit expertise in PeopleSoft development tools. Can you please confirm if the similar skillset spread is also required for the Campus Solution suite?**

**Answer:** *Yes, these skill sets are required for all three pillars: Human Capital Management, Financial Management System, and Campus Solutions.*

**31. Question: As per the definition of the role "PeopleSoft Business Analyst", the contractor is expected to assist with Project Management, Testing, analysis and issue resolutions. Please confirm if you require any Functional expertise from this role.**

**Answer:** *Yes, this is a functional role but could assist with all items listed in the description.*

**32. Question: Apart from the upgrades planned for the PeopleSoft applications for each University, can you please elaborate upon any major roll-outs or deployments that are part of the UT IT roadmap?**

**Answer:** *This information will be shared with awarded Contractor(s).*

**33. Question: Can you please provide details of the current PeopleSoft team that is providing the services of this RFP for the UTS application, both for maintenance as well**

as for development/deployment of new features? Please highlight the typical hours that are reserved/spent on development activities.

**Answer:** Information about Shared Information Services can be found here:  
<https://www.utsystem.edu/offices/shared-information-services>

*Development activities are always occurring during normal business hours.*

**34. Question:** Please confirm the location for Personnel deployment? Do they have to on-site at each university or a central location?

**Answer:** The primary work location for this RFP is The Office of Shared Information Services located in Irving, Texas. There could be a need for contractors to travel to other UT Institutions for certain projects which would be negotiated on a case by case basis and detailed in the Project Addendum.

**35. Question:** For “System Administrator” the Job Description does not include the technology expertise needs. Is this a PeopleSoft administrator skill set or Oracle Database Administrator or any other administrator. Please clarify.

**Answer:** System Administrator is responsible for the upkeep, configuration, and insuring the reliable operation of SIS managed servers and operating systems.

**36. Question:** For “ERP Systems Business Analyst” Banner or CORE has been mentioned. Since PeopleSoft BA is given as a separate role, we assume that this role need only Banner or CORE skill set. Please specify if any other skill sets are expected for this role.

**Answer:** This role will be used for other ERP System functional needs, CORE and Banner are two examples, but others may be requested.

**37. Question:** Could you please provide the expected duration (months/days/hrs) of personnel for each role in the RFP?

**Answer:** Duration for personnel will fluctuate depending on the current project. Contractors typically are contracted for 3-12 months.

**38. Question:** Could you please provide the expected number of personnel for each role in the RFP?

**Answer:** Expected number of personnel by role will fluctuate. It depends on the outcome once project scoping has occurred and resource needs are identified. This is not complete for any upcoming projects and therefore a number cannot be shared.

**39. Question:** Please provide the Technology stack details for:

**Network**  
**Virtualization**  
**Backup**  
**Storage**

**Answer:** *Information about current PeopleSoft installations can be found in Section 1.2 of the RFP document. More information about the environments will be shared with awarded Contractor(s).*

**40. Question:** **It was mentioned on the pre proposal call that you did not want resumes as part of this staff augmentation response. To clarify, UT does not want any resumes as part of this response. Or is this not required but preferred?**

**Answer:** *The resumes are not required under the Section 3.3.1.*

**41. Question:** **Under section 6.1 (Pricing for Services Offered) – Should the rate include expenses?**

**Answer:** *Yes. The rates in Section 6.1 should be all inclusive.*

**42. Question:** **Will you contract a consultant that can be onsite Monday – Thursday, remote on Friday?**

**Answer:** *This schedule is sometimes acceptable but it will depend on project needs and the hiring manager's preference. Schedules are negotiated on a case by case basis prior to addendum execution.*

**43. Question:** **Is the preferred format response to follow the submittal checklist or chronological based on sections and appendix?**

**Answer:** *Both approaches are acceptable.*

**44. Question:** **Since this is an RFP for Staff Augmentation, does section 3.3.2 need to be filled out or N/A?**

**Answer:** *This specific Section is applicable.*

**45. Question:** **How do you protect/secure ss# provided?**

**Answer:** *Proposals are secured in a secured storage and then destroyed as per retention policies.*

**46. Question:** **Because this is a request for staff augmentation, should section 3.6 (Disaster Recovery) be answered N/A?**

**Answer:** *If Proposer feels the questions do not pertain to this RFP, answer N/A and include an explanation as to why Proposer is answering as such.*

**47. Question:** **During the Pre-Proposal Conference Call held on May 2nd, UTS appeared to indicate that the inclusion of consultant resumes was not necessary despite the request for such in Section 3.3.1 of the Proposer's General Questionnaire in the**

**RFP. Could you provide clarification as to what is expected in response to the Section 3.3.1?**

**Answer:** *This is correct. The resumes are not required under the Section 3.3.1.*

**48. Question: Will section 3 of Appendix One be evaluated as part of Vendor Experience or will all the Vendor Experience be evaluated based on answers to Section 5.5, questions 1-13?**

**Answer:** *Proposer's experience will be evaluated based on Proposer's responses to APPENDIX ONE AND Section 5.5.*

**49. Question: Section 5.5 of RFP questions 6-9 relate to HIPAA. The services required to be provided in this RFP don't appear to relate to Personal Health Information (PHI). As such, are question 6-9 relevant to this RFP?**

**Answer:** *As a part of the engagement, Contractor(s) will have access to information that resides in PeopleSoft. PHI, PII and student information reside in PeopleSoft.*

**50. Question: As this RFP is for staff augmentation services, on site contractors are required to adhere to each customer's particular security policies. As such, are questions 30-37 of section 5.5 relevant to this RFP?**

**Answer:** *These questions are relevant.*

**51. Question: Are resume's required for this response?**

**Answer:** *Resumes are not required under this RFP.*

**52. Question: Is Appendix 1, section 3 not applicable for this response?**

**Answer:** *It is partially applicable.*

**53. Question: Is there a specific document by Oracle that can be referred for the Oracle best practices for databases, PS security, weblogic servers and other programming languages in suggested for section 5.4.4 on page 18?**

**Answer:** *Best practice information can be found here:  
<http://www.oracle.com/technetwork/middleware/fmw4apps/peoplesoft/index.html>*

**54. Question: Is there a specific security training that is suggested for our personnel to maintain?**

**Answer:** *Refer to Section 5.4.5.F of the RFP document for required trainings - it will be negotiated with awarded Contractor(s) if that training will be done by UT System or by Contractor.*

**55. Question: Will there be more than one vendor awarded this contract?**

**Answer:** *It is a multiple award RFP. There is a possibility that more than one vendor will be awarded as the outcome of this procurement event.*

**56. Question: 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.**

**Are the threshold criteria given in page 5 sub section 2.3.1 applicable for the vendor or for the university?**

**Answer:** *University will verify that Proposer complies with the HUB requirements through the HSP document that should be submitted as a part of the proposal.*

**57. Question: Appendix One: Section three: Proposer's General Questionnaire: 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.**

**Is it required to provide the D&B rating of our company in our response?**

**Answer:** *It is a requirement.*

**58. Question: Appendix One: Section three: Proposer's General Questionnaire: 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.**

**Is it required to provide the response to the the above 3.1.9?**

**Answer:** *This disclosure is mandatory pursuant to §231.006, Family Code.*

**59. Question: Appendix One: Section three: Proposer's General Questionnaire: 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.**

**Should we submit the resumes of the key personnel along with our response for this proposal? If yes, could you please let us know the positions for which we are required to submit key personnel.**

**Answer:** *This is correct. The resumes are not required under the Section 3.3.1*

**60. Question: What sections of Appendix One are applicable for the current RFP response submittal?**

**Answer:** *If Proposer feels the questions in APPENDIX ONE do not pertain to this RFP, answer N/A and include an explanation as to why Proposer is answering as such.*

**61. Question: What questions are required to be answered in our proposal response in Appendix Three Security Characteristics and Functionality of Contractor's Information Resources?**

**Answer:** *If Proposer feels some APPENDIX THREE questions do not pertain to this RFP, answer N/A and include an explanation as to why Proposer is answering as such.*

**62. Question: Is this a brand new contract or a re-compete? If this is a re-compete, How many vendors are there now?**

**Answer:** *Refer to Section 5.1 of the RFP document.*

**63. Question: What is the budget allocated for this solicitation?**

**Answer:** *University will not disclose budget information for this RFP.*

**64. Question: Are rates public info? If so can you please share?**

**Answer:** *This is the information Proposer may request through Open Records procedure: <https://www.utsystem.edu/offices/general-counsel/open-records>*

**65. Question: Do we have to submit any resumes along with the response?**

**Answer:** *The resumes are not required under the Section 3.3.1.*

**66. Question: Is this RFP to select one vendor OR multiple qualifying vendors?**

**Answer:** *This is a multiple award RFP (ref. Section 5.1 of the RFP document).*

**67. Question: Employees who are on employment Visa such as H1B, are they allowed to work on this contract?**

**Answer:** *No.*

**68. Question: What are the different types of positions, you are trying to fill through this contract?**

**Answer:** *Refer to Section 5.4. of the RFP document.*

**69. Question: For bid submission, is only email submission needed?**

**Answer:** Refer to Section 3.2 of the RFP document.

**70. Question: When dealing with the laptops & scope of work, what additional documentation will UT require the consultants to sign with respect to proprietary information & work?**

**Answer:** All contractors will be required to sign UT System’s Acceptable Use Policy prior to accessing any UT System data- a sample of that policy is below (subject to change prior to contact signing).

<b>Definitions</b>	<ul style="list-style-type: none"> <li>• <b>System:</b> The University of Texas System Administration and The University of Texas Board of Regents.</li> <li>• <b>System Information Resources:</b> All computer and telecommunications equipment, software, data, and media, owned or controlled by System or maintained on its behalf.</li> <li>• <b>System Data:</b> All data or information held on behalf of System, created as result and/or in support of System business, or residing on System Information Resources, including paper records.</li> <li>• <b>Confidential Data or Confidential Information:</b> All System Data that is required to be maintained as private or confidential by applicable law.</li> <li>• <b>User:</b> Any individual granted access to System Information Resources.</li> </ul>
<b>General</b>	<ul style="list-style-type: none"> <li>• System Information Resources are provided for the purpose of conducting the business of System. However, Users are permitted to use System Information Resources for use that is incidental to the User’s official duties to the System (Incidental Use) as permitted by this policy.</li> <li>• Users have no expectation of privacy regarding any System Data residing on System computers, servers, or other information resources owned by, or held on behalf, of System. System may access and monitor its Information Resources for any purpose consistent with System’s duties and/or mission without notice.</li> <li>• Users have no expectation of privacy regarding any System Data residing on personally owned devices, regardless of why the Data was placed on the personal device.</li> <li>• All Users must comply with applicable System Information Resources Use and Security policies at all times.</li> <li>• Users shall never use System Information Resources to deprive access to individuals otherwise entitled to access System Information, to circumvent System computer security measures; or, in any way that is contrary to the System’s mission(s) or applicable law.</li> <li>• Use of System Information Resources to intentionally access, create, store, or transmit sexually explicit materials is prohibited unless such use is required as part of the User’s official duties as an employee of System and is approved in writing by the Chancellor or a specific designee. Viewing, access to, or storage or transmission of sexually explicit materials as Incidental Use is prohibited.</li> <li>• Users must clearly convey that the contents of any email messages or social media posts that are the result of Incidental Use are not provided on behalf of the System and do not express the opinion or position of System. An example of an adequate disclaimer is: "The opinions expressed are my own, and not necessarily those of my employer, The University of Texas System."</li> <li>• Users should report misuse of System Information Resources or violations of this policy to their supervisors.</li> </ul>

<p><b>Confidentiality &amp; Security of Data</b></p>	<ul style="list-style-type: none"> <li>• <i>Users shall access System Data only to conduct System business and only as permitted by applicable confidentiality and privacy laws. Users must not attempt to access data on systems they are not expressly authorized to access. Users shall maintain all records containing System data in accordance with System’s Records Retention Policy and Records Management Guidelines.</i></li> <li>• <i>Users shall not disclose Confidential Data except as permitted or required by law and only as part of their official System duties.</i></li> <li>• <i>Whenever feasible, Users shall store Confidential Information or other information essential to the mission of the System on a centrally managed server, rather than a local hard drive or portable device.</i></li> <li>• <i>In cases when a User must create or store Confidential or essential System Data on a local hard drive or a portable device such as a laptop computer, tablet computer, or, smart phone, the User must ensure the data is encrypted in accordance with System’s and any other applicable requirements.</i></li> <li>• <i>The following System Data must be encrypted during transmission over an unsecured network: Social Security Numbers; personally identifiable Medical and Medical Payment information; Driver’s License Numbers and other government issued identification numbers; Education Records subject to the Family Educational Rights &amp; Privacy Act (FERPA); credit card or debit card numbers, plus any required code or PIN that would permit access to an individual’s financial accounts; bank routing numbers; and other System Data about an individual likely to expose the individual to identity theft. Email sent to and received from System and UT System institutions using System and/or System provided email accounts is automatically encrypted. The Office of Technology and Information Services will provide tools and processes for Users to send encrypted data over unsecured networks to and from other locations.</i></li> <li>• <i>Users who store System Data using commercial cloud services must use services provided or sanctioned by System, rather than personally obtained cloud services.</i></li> <li>• <i>Users must not use security programs or utilities except as such programs are required to perform their official duties on behalf of System</i></li> <li>• <i>All computers connecting to a System’s network must run security software prescribed by the Information Security Officer as necessary to properly secure System Resources.</i></li> <li>• <i>Devices determined by System to lack required security software or to otherwise pose a threat to System Information Resources may be immediately disconnected by the System from a System network</i></li> </ul>
<p><b>Email</b></p>	<ul style="list-style-type: none"> <li>• <i>Emails sent or received by Users in the course of conducting System business are System Data that are subject to state records retention and security requirements.</i></li> <li>• <i>Users are to use System provided email accounts, rather than personal email accounts, for conducting System business.</i></li> <li>• <i>The following email activities are prohibited when using a System provided email account:</i> <ul style="list-style-type: none"> <li>○ <i>Sending an email under another individual’s name or email address, except when authorized to do so by the owner of the email account for a work related purpose.</i></li> <li>○ <i>Accessing the content of another User’s email account except: 1) as part of an authorized investigation; 2) as part of an approved monitoring process; or 3) for other purposes specifically associated with the User’s official duties on behalf of System.</i></li> <li>○ <i>Sending or forwarding any email that is suspected by the User to contain computer viruses.</i></li> <li>○ <i>Any Incidental Use prohibited by this policy.</i></li> <li>○ <i>Any use prohibited by applicable System policy.</i></li> </ul> </li> </ul>

<p><b><i>Incidental Use of Information Resources</i></b></p>	<ul style="list-style-type: none"> <li>• <i>Incidental Use of System Information Resources must not interfere with User's performance of official System business, result in direct costs to the System, expose the System to unnecessary risks, or violate applicable laws or other System policy.</i></li> <li>• <i>Users must understand that they have no expectation of privacy in any personal information stored by a User on a System Information Resource, including System email accounts.</i></li> <li>• <i>A User's incidental personal use of Information Resources does not extend to the User's family members or others regardless of where the Information Resource is physically located.</i></li> <li>• <i>Incidental Use to conduct or promote the User's outside employment, including self-employment, is prohibited.</i></li> <li>• <i>Incidental Use for purposes of political lobbying or campaigning is prohibited.</i></li> <li>• <i>Storage of any email messages, voice messages, files, or documents created as Incidental Use by a User must be nominal (less than 5% of a User's allocated mailbox space).</i></li> <li>• <i>Files not related to System business may not be stored on network file servers.</i></li> </ul>
<p><b><i>Additional Requirements for Portable and Remote Computing</i></b></p>	<ul style="list-style-type: none"> <li>• <i>All electronic devices including personal computers, smart phones or other devices used to access, create or store System Information Resources, including email, must be password protected in accordance with System requirements, and passwords must be changed whenever there is suspicion that the password has been compromised.</i></li> <li>• <i>System Data created or stored on a User's personal computers, smart phones or other devices, or in data bases that are not part of System's Information Resources are subject to Public Information Requests, subpoenas, court orders, litigation holds, discovery requests and other requirements applicable to System Information Resources</i></li> <li>• <i>System issued mobile computing devices must be encrypted.</i></li> <li>• <i>Any personally owned computing devices on which Confidential System Data is stored or created must be encrypted.</i></li> <li>• <i>System Data created and/or stored on personal computers, other devices and/or non-System data bases should be transferred to System Information Resources as soon as feasible.</i></li> <li>• <i>Unattended portable computers, smart phones and other computing devices must be physically secured.</i></li> <li>• <i>All remote access to networks owned or managed by System must be accomplished using a remote access method approved by the System.</i></li> </ul>
<p><b><i>Password Management</i></b></p>	<ul style="list-style-type: none"> <li>• <i>System issued passwords, including digital certificate passwords, Personal Identification Numbers (PIN), Digital Certificates, Security Tokens (i.e. Smartcard), or similar information or devices used for identification and authorization purposes shall be maintained securely and shall not be shared or disclosed to anyone.</i></li> <li>• <i>Each User is responsible for all activities conducted using the User's password or other credentials.</i></li> </ul>

*This policy refers to the larger UT System Policy which can be found here: <https://www.utsystem.edu/board-of-regents/policy-library/policies/uts-165-information-resources-use-and-security-policy>*

**71. Question: What are the specifications for the laptops that will required to perform these duties?**

**Answer:** *This a sample of what the laptop specifications will be, specific requirements will be negotiated with bid winner(s):*

*Mac Spec Requirements:*

- *i7 Processor*
- *4 GB Memory*
- *512GB PCIe-based SSD*
- *At least 2 USB Ports (not required but highly recommended)*
- *HDMI Port (not required but highly recommended)*
- *Ethernet port (not required but highly recommended)*

*ISO Mac Requirements: vendor gives permission for UT System ISO to install an endpoint management system such as JAMF, formally known as Casper Suite, and end-point protection software such as Crowdstrike and/or Tanium.*

*PC Computer Spec requirements:*

- *Windows 7 or 10 Professional/Pro- 64 Bit*
- *i7 Processor*
- *4 GB Memory*
- *256GB SSD*
- *Wifi capable (Ethernet port is highly recommended)*
- *At least 2 USB Ports (not required but highly recommended)*
- *HDMI Port (not required but highly recommended)*

*ISO PC Requirements: Microsoft defender or other comparable anti-virus detection software must be installed by Vendor. Vendor gives permission for UT System to install end-point protection software such as Crowdstrike and/or Tanium for projects longer than 6 months.*

*Software requirements: Microsoft Office Suite*

**72. Question: In terms of the scope of work and indemnification, who will be held responsible for the quality of work?**

**Answer:** *Contractor will be responsible for the quality of work that is performed by Contractor.*

**END OF ADDENDUM 1**