

REQUEST FOR PROPOSAL

by

The University of Texas Rio Grande Valley

for

Selection of a Vendor to Provide Services

related to

Medical Revenue Cycle Management, Medical Billing, Coding, Insurance Follow-Up Collections and Accounts Receivable Management Services for UT Health RGV.

RFP No. 26-JC-01

Submittal Deadline: Wednesday, August 12, 2026, at 2:00 PM CST

Issued: July 21, 2026

REQUEST FOR PROPOSAL

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SECTION 1 - INTRODUCTION

1.1 Description of University

The University of Texas Rio Grande Valley (“**UTRGV**” or “**University**”) was created by the Texas Legislature in 2013 as the first major public university of the 21st century in Texas. This transformative initiative provided the opportunity to expand educational opportunities in the Rio Grande Valley, Texas, including a new School of Medicine, and made it possible for residents of the region to benefit from the Permanent University Fund, a public endowment contributing support to The University of Texas System and other institutions.

UTRGV is part of The University of Texas System (“**UT System**”) and has campuses (collectively, “**Campus**”) and off-campus research and teaching sites throughout the Rio Grande Valley, including in Boca Chica Beach, Brownsville (formerly The University of Texas at Brownsville campus), Edinburg (formerly The University of Texas-Pan American campus), Harlingen, McAllen, Port Isabel, Rio Grande City, and South Padre Island. UTRGV, a comprehensive academic institution, enrolled its first class in the fall of 2015, and the School of Medicine welcomed its first class in the summer of 2016.

UTRGV has locations throughout the Rio Grande Valley, including Rio Grande City, McAllen, Edinburg, Harlingen, Brownsville, and South Padre Island. UTRGV’s border location is a gateway for the Americas to initiate projects infused with global perspectives. UTRGV is located in the state’s sixth most-populous metropolitan area (McAllen-Edinburg-Mission Metropolitan Statistical Area).

The Rio Grande Valley (“**Valley**”) is located in the southernmost tip of Texas and lies along the northern bank of the Rio Grande River, which separates Mexico from the United States. The Valley is made up of four counties – Starr, Hidalgo, Willacy, and Cameron – and is one of the fastest growing areas in Texas with an estimated population of 1,300,000. The Valley has a rich cultural heritage and hosts large agribusiness, international banking, and ecotourism industries.

1.1.1 Student Profile and Enrollment

UTRGV Enrollment Information Fall 2025:

- Total Enrollment: 35,024 (includes 450 for School of Medicine and School of Podiatry)
- Hispanic Enrollment (Fall 2024): 90.99%
- Enrollment from RGV (Fall 2024): 92.1%
- Female Enrollment (Fall 2024): 58.24%
- Undergraduate Population (Fall 2025): 86.67%
- Grant or Scholarship Aid (2023-2024, all UG): 81%

<https://www.utrgv.edu/sair/>

[College Navigator - The University of Texas Rio Grande Valley](#)

Enrollment Headcount:

Table 1. Enrollment – Fall 2019 through Fall 2025							
	Fall 2019	Fall 2020	Fall 2021	Fall 2022	Fall 2023	Fall 2024	Fall 2025
Undergraduate	25,320	27,272	26,854	26,947	27,621	29,326	30,302
Masters	3,263	4,576	4,444	3,890	3,418	3,647	3,719
Doctoral	326	372	420	480	538	605	689
Medical	204	221	222	242	287	303	335
Grand Total	29,113	32,441	31,940	31,559	31,864	33,881	35,045
% Chg from PY	2%	11%	-2%	-1%	1%	6%	3%

Table 2. Degrees Awarded

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Bachelor's	4,550	4,360	4,935	4,756	4,822	5,123
Graduate - Level Certificate	88	72	65	46	242	256
Master's	1206	1442	1998	2056	1992	1663
Doctoral	32	29	34	43	45	74
Medical	0	39	51	51	45	52
Grand Total	5,876	5,942	7,083	6,952	7,146	7,168

<https://www.utrgv.edu/sair/fact-book/fall-2024-fast-fac>

1.1.2. Employees.

UTRGV employed about 4,799 full-time and part-time faculty and staff employees as of Fall 2024.

1.1.3. Alums.

UTRGV has graduated over 56,000 since its inception.

UT Health Rio Grande Valley, the clinical practice of the UTRGV School of Medicine, is an innovative and growing academic medical center focused on providing you and your family with the highest quality and personalized patient care in South Texas.

Improving the quality of health and wellness for individuals and families in the RGV is the heart of our mission. Our experienced doctors provide compassionate and advanced diagnosis and care for the unique health needs of patients each day. Helping you live a healthy and joyful life is important to us.

UT Health RGV offers personalized medical care and treatment in:

- Adult Primary Care
- Medical Oncology
- Surgical Oncology
- Clinical Laboratory
- Community Outreach Clinics
- Dermatology
- Diagnostic Imaging
- Ear, Nose & Throat
- Employee and Student Health
- Gastroenterology (GI)
- General Surgery
- Hearing Center
- Infectious Disease
- Neurology
- Orthopedics
- Rheumatology
- Sports Medicine
- Outpatient Rehabilitation
- Pediatrics
- Podiatric Medicine & Surgery
- Psychiatry & Behavior Health
- Surgery
- Vision
- Women's Health

1.2 Background and Special Circumstances

The Request for Proposal (RFP) for UT Health RGV Medical Revenue Cycle Management, Medical Billing, Coding, Insurance Follow-Up Collections and Accounts Receivable Management Services for UT Health RGV (clinical enterprise). Services will be performed remotely (off site); thus, Contractor will need to demonstrate secure connectivity and structure as this involves Protected Health Information (PHI) data. Contractor must utilize UT Health RGV software through secure server for Revenue Cycle services provided. If the Contractor plans to

subcontract any part of any work; contractor must provide a detailed description of how that work is to be accomplished and by whom. Offshore services will not be considered.

1.3 Objective of Request for Proposal

The University of Texas Rio Grande Valley/UT Health RGV (**University**) is soliciting proposals from qualified proposers to provide operational guidance services (the “Services”) for Coding and Other Revenue Cycle Services for UT Health RGV are more defined in Section 5 (Scope of Work) of this RFP.

1.4 Group Purchase Authority

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

SECTION 2 - NOTICE TO PROPOSER

2.1 Submittal Deadline

University will accept proposals until **2:00 PM Central Time, on Wednesday, August 12, 2026 (Submittal Deadline)**.

2.2 RFP Contact Information and Questions

Interested parties may direct questions about this RFP to:

<https://utrgv.bonfirehub.com>

*University instructs interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) in accordance with this Section on or before **Tuesday August 4, 2026, at 2:00 PM CST (Question Deadline)**, or (ii) if questions relate to Historically Underutilized Businesses, in accordance with **Section 2.5**.*

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

2.3 Criteria for Selection

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

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

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

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

2.3.1 Threshold Criteria Not Scored

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

2.3.2 Scored Criteria

- 2.3.2.1 Cost of goods and services (35 Points);
- 2.3.2.2 Reputation of the Proposer and of the Proposer's goods or services (15 Points);
- 2.3.2.3 Quality of the Proposer's goods or services (20 Points);
- 2.3.2.4 Extent to which the goods or services meet the University's needs (25 Points);
- 2.3.2.5 Proposer's past relationship with the University, University of Texas System institutions (5 Points);
- 2.3.2.6 Total long-term cost to the University of acquiring the Proposer's goods or services
- 2.3.2.7 Proposer's exceptions to the terms and conditions set forth in **Section 4**.

2.4 Key Events Schedule

Date RFP Issued	Tuesday, July 21, 2026, at 5:00 PM CST
Pre-Proposal Conference (ref. Section 2.6)	Thursday, July 30, 2026, at 1:00 PM CST
Question Deadline (ref. Section 2.2)	Tuesday, August 4, 2026, at 2:00 PM CST
Submittal Deadline (ref. Section 2.1)	Wednesday, August 12, 2026, at 2:00 PM CST

2.5 Historically Underutilized Businesses

- 2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (**HUBs**) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any Work, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this **Section 2.5** will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any Work will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of Work by the Proposer is subject to review by University to ensure compliance with the HUB program.
- 2.5.2 University has reviewed this RFP in accordance with [34 Texas Administrative Code \(TAC\) §20.285](#), and has determined that subcontracting opportunities are not probable under this RFP.
- 2.5.3 A HUB Subcontracting Plan (**HSP**) is a required part of the proposal. The HSP will be developed and administered in accordance with University's Policy on Utilization of Historically Underutilized Businesses, attached as **APPENDIX THREE**.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including **APPENDIX THREE**. Proposers that fail to submit the HSP will be considered non-responsive to this RFP as required by [§2161.252, Government Code](#).*

Questions regarding the HSP may be directed to:

Contact: Marilu Reyes, CTCD
HUB Coordinator
Phone: 956-665-2167
Email: hub@utrgv.edu

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

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

- (a) One (1) complete and signed PDF of Proposer's HSP to <https://utrgv.bonfirehub.com>

To university at the same time Proposer submits their proposal and no later than the Submittal Deadline (ref. **Section 2.1** of the RFP).

Proposer's HUB Materials must be electronically uploaded to Bonfire (<https://utrgv.bonfirehub.com>) before the Submittal Deadline.

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

2.6 Pre-Proposal Conference

University will hold a pre-proposal conference at **1:00 PM CST on Thursday, July 30, 2026, On-line** The pre-proposal conference will allow all Proposers an opportunity to ask University's representatives relevant questions and clarify provisions of this RFP.

Note: This is not a mandatory pre-proposal conference but highly recommended.

Jessica Cavazos is inviting you to a scheduled Zoom meeting.

Topic: Jessica Cavazos' Zoom Meeting
Time: Jul 30, 2026 01:00 PM Central Time (US and Canada)
Join Zoom Meeting
<https://utrgv.zoom.us/j/9140601495?omn=84850513400>

Meeting ID: 914 060 1495

One tap mobile
+13462487799,,9140601495# US (Houston)
+12532050468,,9140601495# US

Join by SIP
• 9140601495@zoomcrc.com

Join instructions
<https://utrgv.zoom.us/join/9140601495?signature=TPPTs9lsTjMfvyRfPiBZm6JPHtgQACJEXKU>
RRxmAkZA

SECTION 3 - SUBMISSION OF PROPOSAL

3.1 Nature of Successful Proposals

Respondents are encouraged to prepare response to this RFP in such a way as to demonstrate to the University that by selecting such Respondent(s) the University will (i) achieve the maximum overall revenue to the University consistent with the University's policies and regulations; (ii) obtain the best scope and value in the goods and services to be made available to the University Community at the Respondent's store; and (iii) have confidence that the Respondent's management and operational expertise in operating similar stores promotes the University's realization of its objectives for this RFP.

3.2 Evaluation of Proposals

An evaluation team selected by the University will evaluate all proposals of proper format that are timely submitted in response to this RFP.

University will review the HUB Subcontracting Proposal (Ref. Section 2.5 of this RFP) submitted by a Respondent prior to opening the Respondent's proposal in order to ensure that the Respondent has submitted completed and signed originals of the Respondent's HUB Subcontracting Plan (also called the HSP) that are required by this RFP (ref. Section 2.5 of this RFP.)

The evaluation of the submitted proposals and the selection of the Respondent(s) will be based on the information provided by the Respondents in their respective proposals. The University reserves the right to give consideration to additional information that comes to the University's attention concerning a Respondent or proposal if the University deems such information relevant to a fair evaluation of the proposal(s) submitted in response to this RFP. The University reserves the right to seek clarification from any Respondent concerning any item contained in its proposal prior to final selection. At the University's sole discretion, such clarification may be obtained through telephone conference, personal meeting, electronically, or via written communication.

University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of the Respondent.

3.2.1 Subsequent Oral Presentations. After completion of the initial review and evaluation of the submitted proposals, the University may in its sole discretion invite one or more selected Respondents to participate in oral presentations concerning their respective proposals.

3.2.2 Negotiations with Select Respondents. At the University's sole option and discretion, the University may discuss and negotiate all elements of the proposals submitted by one or more selected Respondents whose proposals are within a competitive range determined by the University.

3.2.3 Revisions of Proposals. After submission of a proposal but before the final selection of the successful proposal is made, the University may select one or more Respondents to revise their respective proposals in order to obtain the best and final offers of such Respondents. In that event, representations made by a Respondent in its revised proposal, including price, scope and consideration quotes, will be binding on the Respondent. The University will provide each selected Respondent within the competitive range with an equal opportunity for discussion and revision of its proposal.

3.2.4 Determination of Successful Respondent. The University may make the selection of the successful proposal on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of the successful proposal on the basis of negotiation with any of the Respondents. The University is not obligated to select the Respondent offering the most attractive economic terms if that party's

proposal is not the most advantageous to the University overall, as determined by the University. The University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by the University.

3.2.5 Rejection of Proposals. The University reserves the right to (i) enter into an Agreement for all or any portion of the requirements and specifications set forth in this RFP; (ii) reject any and all proposals and re-solicit proposals; or (iii) reject any and all proposals and temporarily or permanently abandon this selection process, as the University deems to be in the best interests of the University.

3.3 Proposal Documentation

Proposer must upload all documentation electronically in the proper designated areas through Bonfire (<https://utrgv.bonfirehub.com>). Some documentation is required to be signed. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (**EXHIBIT E** to this RFP) of the submitted electronic copy of the proposal.

Proposers must acknowledge the attributes for the documents requested in **Section 3.7** of this RFP (Submittal Checklist) of this RFP in Bonfire.

3.4 Submission

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

3.4.1 Electronic submission and acknowledgement of the attributes for the documents requested in **Sections 3.6** ("Terms and Conditions") and **3.7** ("Submittal Checklist") of this RFP in Bonfire at internet address <https://utrgv.bonfirehub.com>

Submission requirements indicated in **Section 3.4.1** of this RFP is required to be considered for this solicitation. Failure to comply with the electronic submittal requirements will result in disqualification of submittal.

3.5 Proposal Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of one hundred twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

3.6 Terms and Conditions

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

- 3.6.1.1. Specifications and Additional Questions (ref. **Section 5**);
- 3.6.1.2. Terms and Conditions (ref. **Section 4** and **APPENDIX TWO**);
- 3.6.1.3. Proposal Requirements (ref. **APPENDIX ONE**);
- 3.6.1.4. Notice to Proposers (ref. **Section 2**).

3.7 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:

- 3.7.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)
- 3.7.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6**)
- 3.7.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)
- 3.7.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)
- 3.7.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5**)
- 3.7.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** and **APPENDIX THREE**).
- 3.7.7 Completed Electronic and Information Resources Environment Specifications (APPENDIX SIX) to this RFP).
- 3.7.8 Exceptions to General Terms and Conditions (ref. **Section 4** and **APPENDIX TWO** of this RFP)

Note: Checklist documents (not limited to above) must be acknowledged or uploaded within Bonfire Portal

SECTION 4 – GENERAL TERMS AND CONDITIONS

The terms and conditions contained in **APPENDIX TWO** or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will become a part of 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 a list of the exceptions as part of its proposal in accordance with **Section 5.3.1**. Proposer's exceptions will be reviewed by University and may result in disqualification of the proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of the proposal, then University may consider Proposer's exceptions when University evaluates the proposal.

SECTION 5 - SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

Minimum requirements and specifications for Work, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3**, **Contractor** means the successful Proposer.

5.2 Minimum Requirements

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

- Minimum 5 years of experience in full-service Revenue Cycle Management (Planning, implementation and effectively managing a 3rd party full-service Revenue Cycle Management program)
- Provide documentation with their response to UTRGV, that they are duly qualified, capable, and bondable to fulfill and abide by the specifications herein listed.
- Proposer's key personnel, as requested in Section 5.4.1, on this project must have a minimum of 5 years of related experience.
- Coders must have no less than three (3) years' experience in coding services and must be American Academy of Professional Coders (AAPC) or American Health Information Management Association (AHIMA) certified.
- Proposer must comply with PHI and HIPAA requirements.
- Services will be performed remotely (off site within the United States of America) utilizing UT Health RGV utilizes EPIC EMR Revenue Cycle software via secure server for Revenue Cycle Services provided.
- Proposer will need to include in the response demonstrated secure connectivity and structure set in place to handle PHI Data.
- Awarded Proposer MUST be within the United States, including commonwealth or other U.S. territory.
- Any and all patient or UTRGV data related to any agreement resulting from this RFP MUST stay within THE UNITED STATES ONLY. No offshore work allowed; subcontracting must be fully disclosed
- Pursuant to 1 TAC §213.38 (b), UTRGV requires documentation providing credible evidence that the products to be included in this bid are accessible for use by persons with disabilities.
 1. A completed self-assessment using the Policy Driven Adoption for Accessibility (PDAA) (APPENDIX SIX) maturity model, using the PDAA template provided by the Texas Department of Information Resources.
 2. A completed Vendor Accessibility Development Services Information Request (VADSIR), using the VADSIR template provided by the Texas Department of Information Resources.
<https://dir.texas.gov/resource-library-item/policy-driven-adoption-accessibility-pdaa-vendor-assess...>
 3. Other documentation of vendor's capability or ability to produce accessible products and services, which may include:
 - a. Vendor's internal accessibility policy documents,
 - b. Contractual warranties for accessibility,
 - c. Accessibility Conformance Reports (ACRs), based on the VPAT or OpenACR formats, for similar products or services previously provided by the vendor,
 - d. Accessibility testing documentation, and
 - e. Other examples of prior work results
- Proposer must have, or obtain, a TX-RAMP Level II Certification from DIR (Texas Department of Information Resources) prior to contract execution. Information on TX-RAMP can be found on the Texas DIR website at: <https://dir.texas.gov/texas-risk-and-authorization-management-program-tx-ramp>. Please begin TX-RAMP Certification as soon as possible if proposer is not already certified.

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 **APPENDIX TWO**), Proposer must submit a list of the exceptions.

- 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. *Proposer may learn more about these disclosure requirements, including the applicable exceptions and use of the TEC electronic filing system, by reviewing §2252.908, Government Code, and information on the TEC website at https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php.* **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.**
- 5.3.3 In its proposal, Proposer must indicate whether it will consent to include in the Agreement the “Access by Individuals with Disabilities” language that is set forth in **APPENDIX FIVE, Access by Individuals with Disabilities**. If Proposer objects to the inclusion of the “Access by Individuals with Disabilities” language in the Agreement, Proposer must, as part of its proposal, specifically identify and describe in detail all of the reasons for Proposer’s objection. **NOTE: A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION.**
- 5.3.4 In its proposal, Proposer must respond to each item listed in **APPENDIX SIX, Electronic and Information Resources (EIR) Environment Specifications**. **APPENDIX SIX** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX SIX** will be incorporated into the Agreement and will be binding on Contractor.
- 5.3.5 Intentionally Omitted
- 5.3.6 In its proposal, Proposer must respond to each item listed in **APPENDIX SEVEN, Security Characteristics and Functionality of Contractor’s Information Resources**. **APPENDIX SEVEN** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX SEVEN** will be incorporated into the Agreement and will be binding on Contractor.
- 5.3.7 In its proposal, 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 type and scope similar to those required by UT Health RGV RFP. Proposer will include in its customer reference list the customer’s name, contact person, telephone number, email address, project description, length of business relationship, and background of services provided by Proposer.

5.3.8 In its proposal, Proposer must provide detailed responses to each of the questions provided in **Exhibit A – Multi-Specialty RCM RFP - Questionnaire (Q-07BN)** Questionnaire related to Medical Revenue Cycle Management.

5.4 Scope of Work

Contractor will provide the following services to university:

5.4.1. Contractor Qualifications & Compliance

- Minimum 5 years of experience in full-service Revenue Cycle Management Services to professional organizations. Must have at least 3 years of Epic experience (EMR, RCM, Reporting). Key Personnel staff must have a minimum of 5 years' relevant experience.
- Coding staff must have a minimum of 3 years of coding experience for each specialty
- Contractor shall provide key personnel roles including, but not limited to: Executive Sponsor, Account Manager, Project Manager, Coding Manager, Billing Manager, AR Manager, Compliance Lead, and support staff.

5.4.2. Core Services

The contractor will deliver end-to-end revenue cycle services, including, but not limited to:

- Local, regional and national academic health insurance billing and collections experience.
- The contractor shall demonstrate the ability, through its professional staff expertise, organizational systems, programs, and proven experience to have effectively managed a third party, full service Medical Revenue Cycle Management program of coding, billing, insurance follow-up, collections, denials, and accounts receivable management for professional fees.
Experience with standard of care determinations and clinical fee-for-service billing for multiple specialties in both inpatient and outpatient academic physician practice settings is required.
- Services described herein are expected to be included in the Contractor's proposed percentage (%) of Net Collections unless otherwise identified by the Respondent.

5.4.3. Implementation Phases

It is anticipated that implementation of the new Revenue Cycle Management solution will occur in five phases:

Phase I – Assessment and Planning	Assessment of the UT Health RGV practice environment and creation of an implementation plan.
Phase II – Access, Setup & Onboarding	Completing HR POI requests and obtaining appropriate access to our EMR system once POI requests are approved.
Phase III – Configuration and Testing	Testing of claims and other systems (e.g. claim catcher) associated with Revenue Cycle Management solution for physician services from multiples sites and multiple specialties.
Phase IV – Go Live & Initial Operations	Auditing claims for the first 30 days once go live to ensure accuracy and proper charge capture.
Phase V – Stabilization & Optimization	Post go-live performance monitoring (KPIs, denials, lag days) - Process refinement and optimization - Continued auditing and quality assurance - Financial system integration, including interface with PeopleSoft Financial Management System (FMS)

5.4.4. Revenue Cycle Operations

UT Health Revenue Cycle Responsibilities (Patient Access and Prior Authorizations):

- UT Health RGV will be responsible for scheduling, registration, insurance verification, prior authorization, patient financial counseling, and clinical business staff operations.
- UT Health RGV will adhere to policies and procedures to collect and verify demographics, referral information, and insurance information at the place of service. Patient Service Representatives will collect co-payments

and deductibles where appropriate, check in and outpatients as required in the practice management system, and ensure schedules are reconciled as appropriate as agreed. Regular documentation is a requirement as part of the patient encounter and front-end operations.

Contractor's Responsibilities:

- The contractor shall process for reimbursement all eligible charges for professional services rendered to patients. The settings include outpatient hospital clinics, physician offices, ASCs, and inpatient hospitals in the areas surrounding McAllen, Edinburg, Weslaco, Harlingen and Brownsville markets. Services to be provided include billing and collecting from insurance carriers, other third-party payers (including State and Federal assistance programs), individual patients, or any other responsible party.
- The contractor shall ensure and communicate details regarding charge capture and claims management activities with the UT Health RGV management team. Claims management activities include but are not limited to a process to eliminate and/or reduce errors and denials prior to submission of claims to payers, prescreening claims for bundling and medical necessity requirement, and other common administrative, coding, credentialing, timely filing, contractual, and bad debt adjustments.
- The contractor shall set up and monitor a system of controls whose operations are documented and assured that all patients, scheduled and seen and notified as seen but not scheduled, have associated charges that are entered into Epic, the billing and insurance follow-up system.
- The contractor is responsible for ensuring appropriate charge capture. Encounter level charge capture reporting is a minimum functionality and should include but are not limited to practice wide and physician specific lag day metrics, missing charge reports, customizable denial summary and denial detail reports, and other ad-hoc reporting as mutually designed and agreed upon timetables to be provided. The contractor shall provide trained credentialed (CPC or CCS-P) supervisory staff to oversee the coding process, including oversight consistent with all medical necessity guidelines, and perform quality assurance activities.
- All coders are to be trained and certified as having achieved an agreed upon level of ICD-10 training. They must maintain minimum levels of continuing education credits and certification as required. All expenses associated with this training/continued education will be strictly borne by the contractor.
- Coding operations will be monitored by Contractor to ensure accuracy in leveling of E&M and other professional services and inclusion to identify trends and training opportunities consistent with a goal of revenue optimization / maximization.
- Regular revenue cycle coding quality assurance meetings are to take place with the UT Health RGV Revenue Cycle Leadership once per month.
- All coders will maintain minimum coding accuracy levels of at least 95%; in the event of falling below, closely monitored performance plans will be implemented by contractor.
- A back-up plan for replacement of coders will have been established to ensure replacement within one week to reduce the risk associated with timely filing deadlines.
- The contractor shall provide regular quarterly coding education sessions for coders and interested providers in line mission objectives to maximize / optimize revenue and revenue cycle operations at the contractor's expense.
- The contractor shall have in place an existing compliance plan.
- The contractor shall have policies and procedures that ensure compliance with HIPAA regulations.
- The contractor shall have an in-house or third party contracted audit process documented and in place for detecting, correcting, and avoiding billing/coding processing or compliance errors.
- UTHealth RGV will conduct regular quarterly compliance reviews and will make recommendations based on random representative samples of data collected and verified. Data and original source documentation is to be provided by Contractor within 10 working days as requested. The contractor and UT Health RGV Revenue Cycle leadership shall work to mitigate all risks identified.
- The contractor shall have established workflows outlined and detailed to triage rejected claims and claim denials (Epic work queues).
- The contractor shall have the ability to demonstrate that a claim was validated and accepted by the clearinghouse and payer.
- The contractor must ensure timely accounts receivable follow-up is done on all rejected claims and denials.
- The contractor must work on all revenue cycle correspondence received timely and properly.
- Actions that lead to denial resolution are to be fully documented and captured in Epic by the Contractor's insurance follow-up team.
- The contractor is responsible for generating monthly reports that detail controllable denials by responsible department, provider, clinic, or other reasons as applicable.

- The plan is to be jointly developed by the UT Health RGV leadership to monitor and reduce controllable denials, optimize the revenue cycle, maximize collections and reduce underpayments and denial frequency.
- Standard operating procedures for denial management of standard and common denials are to be detailed, available for review to coders, collectors, and UT Health RGV leadership.
- The contractor shall be responsible for posting all payments (and adjustments) received for UT Health RGV services. Must reconcile all payments daily.
- The contractor shall set up and implement standard operating procedures to assist with identifying and correctly assigning unidentified payments, rejections, and other communications details.
- The contractor shall demonstrate the ability to process credit balances, transfers and refunds.
- The contractor shall be responsible for continuous monitoring of underpayments and overpayments to ensure revenue cycle management for optimal performance. This includes regular communication with UT Health RGV leadership on any issues/trends related to managed care payers and proper follow-up of underpayments and overpayments.
- The contractor shall ensure payments received are accurate and consistent with the payer's contracted rates.
- Contractor shall appeal or submit corrected claims when payments are not consistent with the contracted rates.
- The contractor shall be responsible for sending out patient statements for all self-pay balances, including self-pay balances after claim adjudication. Patient statements detailing transaction level data include date of service, description of service, charge(s), adjustment(s), and balance will be relayed within 3 days it becomes the guarantor's responsibility. Statements production will be at 4 –week interval with appropriate message until deemed uncollectible. A minimum of 4 statements should be sent.
- A minimum of 2 statements should be sent at the contractor's expense.
- The contractor shall set up and implement standard operating procedures for contacting and collecting self-pay balances.
- Monthly meetings are to take place with the UT Health RGV Revenue Cycle Leadership to review monthly performance analysis reports on self-pay balances, including collections, inventory, and inbound/outbound calls.
- A collection agency will be contracted by UT Health RGV.
- Additionally, an agreement will be in place between the collection agency and the contractor to communicate past due balances with the guarantor.
- The contractor shall be responsible for handling all incoming billing inquiries/customer service calls. Customer service shall adhere to well-defined and outlined revenue cycle policies detailed by UT Health RGV. These policies will outline procedures for calculating discounts, approved payment plan options, and the self-pay and charity policy.
- 50% of all patients financial service representatives are to be bilingual (English/Spanish). Calls are to be monitored and recorded for quality assurance. Call statistics are to be compiled and benchmarked to manage effective workflow and appropriate staffing mix with a goal of providing an optimum level of customer service to patients.

5.4.5. Collaboration & Professional Standards

The contractor shall accomplish work displaying a professional attitude and demonstrating a cooperative spirit when working with patients, providers and UT Health RGV.

5.4.6 Contractor Performance Requirements

5.4.6.1 Oncology Performance Requirements

- High-dollar claims reviewed prior to submission
- Drug reimbursement monitored monthly
- Radiation therapy reimbursement monitored monthly
- Identification and recovery of payer underpayments

5.4.6.2 Oncology & ASC Performance Requirements

- High dollar claim inventory

- Drug reimbursement analysis
- Radiation therapy reimbursement analysis
- Authorization denials
- Contract variance and underpayment analysis

5.4.7 Reporting Requirements

5.4.7.1 Reporting Requirements (Overall General UT Health RGV Dashboard)

The Contractor shall provide at a minimum the following monthly dashboards that provide an overall assessment of UT Health RGV. These reporting requirements include, but are not limited to:

A. Financial Performance

- Net Collection Rate (%)
- Gross Collection Rate (%)
- Cash Collections (\$)
- Underpayment Recovery (\$ and/or %)
- Payer Performance (% and/or scorecard mix of KPIs)
- Productivity by FTE (Units per FTE, e.g. charges/hour, accounts worked/day)
- Coding Quality Audit Result (% accuracy/ error rate)

B. Accounts Receivables

- A/R Days (# of days)
- A/R Aging (% in buckets 0-30, 31-60, 61-90, 91-120+ days)
- Credit Balances (\$ and/or % of Total A/R)
- Lag Days (# of days (services -> billing))
- Charge Entry Timeliness (# of days and/or % within target timeframe)

C. Denials

- Clean Claim Rate (%)
- Denial Rate by Category (% - broken out by eligibility, coding, auth, etc.)
- Top 10 Denial Trends (% and counts (# of denials))
- Appeal Success Rate (%)

5.4.7.2 Reporting Requirements (UT Health RGV Specialty Dashboard)

The Contractor shall provide at a minimum the following monthly dashboards that provide an overall assessment of UT Health RGV by Specialty. These reporting requirements include, but are not limited to:

A. Financial Performance

- Charges (\$ Monthly, YTD)
- Net Collection Rate (%)
- Gross Collection Rate (%)
- Cash Collections (\$ Monthly, YTD)
- Cash by Payer (\$ and % of Total)
- Cash by Specialty (\$ and %)
- Expected vs. Actual Collections (\$ + Variance (%))

B. Accounts Receivable

- Days in A/R (# of days)
- A/R Aging (% in buckets 0-30, 31-60, 61-90, 91-120+ days)

- High-Dollar A/R (\$ and # of accounts)
- Credit Balances (\$ and % of Total A/R)
- Write-offs (% of gross charges; controllable, contractual, bad debt, charity)

C. Denials

- Denial Rate (% of Total Claims)
- Denial Dollars (\$ Total Denied)
- Root Cause Analysis (% by Category)
- Appeal Success Rate (% Overturned)
- Top 10 Denial Categories (% and #)
- Top 10 Payers by Denial Volume (% and #)

D. Operational Performance

- Charge Lag (# of days)
- Coding Accuracy (% accuracy or error rate %)
- Claim Acceptance Rate (% Acceptance on 1st Pass)
- Rejection Rate (% Front-End Rejections)
- Productivity by Billing Staff (# Units per FTE – Claims/Day, Charges/Hour, Accounts Worked)
- Payment Posting Timeliness (# of days or % within SLA)

5.4.8 Governance

The Contractor shall provide, at a minimum:

- Weekly revenue cycle operational meetings
- Monthly executive meetings
- Quarterly business review
- Annual strategic planning session

Dashboard reporting and KPI reporting

- Monthly operational meetings
- Quarterly education sessions
- Dedicated project management support
- Transition and onboarding services

Respondents shall complete and submit Questionnaire **Deliverables Questionnaire (Q-13CH)**. Responses provided shall further define the Scope of Work, including service inclusions/exclusions, performance commitments, staffing, and implementation approach, and will be incorporated into the final Agreement.

5.4.9 Performance Standards (KPIs)

5.4.9.1 Service Level Agreements (SLAs)

The vendor shall agree to performance guarantees tied to mutually agreed-upon key performance indicators. Failure to consistently achieve performance standards may result in fee reductions, service credits, corrective action plans, or termination for cause.

The Contractor shall meet or exceed the following minimum performance metrics (final targets to be negotiated at award and incorporated into the contract):

- Coding Accuracy ≥ 95%

- Clean Claim Rate (%)
- First Pass Acceptance Rate (%)
- Net Collection Rate (%)
- Days in Accounts Receivable (A/R)
- Denial Rate (%)
- Timeliness for Insurance Follow-Up and Appeals
- Payment Posting Timeliness

Contractor shall report these metrics monthly.

5.4.10 Transition Plan from Existing Supplier

- Contractor shall provide a detailed transition plan from the current supplier (UTMB), including:
- Knowledge transfer approach
- Data migration (if applicable)
- Transition timeline and milestones
- Risk mitigation strategies
- Continuity of operations during transition

SECTION 6 - PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Name)

To: The University of Texas Rio Grande Valley/ UT Health RGV

RFP No.: _____

Ladies and Gentlemen:

Having examined specifications and requirements of this RFP (including attachments), the undersigned proposes to furnish Work upon the pricing terms quoted below:

6.1 Term of Agreement

University anticipates that the term of the Agreement may be up to Three (3) years with the initial term of the Agreement proposed to begin on January 1, 2026, and proposed to expire on _December 31, 2026. University may elect to renew the Agreement for up to One (1) additional One (1) year terms].

6.2 Pricing for Work and Expenses

6.2.1 Proposed Percentage of Net Collections (BidTable BT-46ES)

Provide proposal for Percentage of Collections. Please refer to UTRGV eProcurement Portal Bonfire through the following link to download documentation.

<https://utrgv.bonfirehub.com>

6.2.2 At-Risk Fee

85% of the collections fee is guaranteed and 15% is earned only if the vendor meets agreed-upon performance metrics.

Performance will be evaluated monthly and reported quarterly. Failure to achieve the minimum performance standards may result in withholding all or a portion of the at-risk fee.

6.2.3 Performance Guarantee

The vendor shall agree to performance guarantees tied to mutually agreed-upon key performance indicators. Failure to consistently achieve performance standards may result in fee reductions, service credits, corrective action plans, or termination for cause.

University will not reimburse Contractor for expenses.

6.3 Discounts

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

6.4 Schedule for Completion of Tasks and Submittal of Deliverables

6.4.1 Proposer to provide from contract award date, the anticipated tasks, and timeframe through implantation.

6.5 Payment Terms

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

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

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Tax Code](#), 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

1.1 Purpose

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

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

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

1.2 Inquiries and Interpretations

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

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

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

1.3 Public Information

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

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

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)). 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 that (i) includes terms and conditions substantially similar to the terms and conditions set forth in **APPENDIX TWO**, and (ii) is otherwise acceptable to University in all respects (**Agreement**).

1.5 Proposal Evaluation Process

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

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

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

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

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently

abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

1.6 Proposer's Acceptance of RFP Terms

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

1.7 Solicitation for Proposal and Proposal Preparation Costs

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

1.8 Proposal Requirements and General Instructions

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

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

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

1.9.2 Execution of Offer

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

1.9.3 Pricing and Delivery Schedule

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

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

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

1.9.4 Proposer's General Questionnaire

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

1.9.5 Addenda Checklist

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

1.9.6 Submission

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

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

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

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

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

2.1 Representations and Warranties.

Proposer represents, warrants, certifies, acknowledges, and agrees as follows:

- 2.1.1 Proposer will furnish Work to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
- 2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
- 2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing Work.
- 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform Work.
- 2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of Work.
- 2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
- 2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
- 2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.
- 2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
- 2.1.10 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, UT SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM (1) ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE PERFORMANCE, EXECUTION OR SUBMISSION OF THIS RFP OR (2) PROPOSER'S PERFORMANCE UNDER ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
- 2.1.11 Pursuant to §§[2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.
- 2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.
- 2.1.13 Pursuant to [Chapter 2271, Texas Government Code](#), Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Proposer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
- 2.1.15 Pursuant to [Chapter 2274, Texas Government Code](#), Proposer verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of any contract or agreement resulting from this RFP against a firearm entity or firearm trade association. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.
- 2.1.16 Pursuant to [Chapter 2276, Texas Government Code](#), Proposer verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of any contract or agreement resulting from this RFP. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.

- 2.1.17 Pursuant to Section 161.0085, *Texas Health and Safety Code* (enacted by [SB 968, 87th Texas Legislature, Regular Session \(2021\)](#)), Proposer certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Proposer's business. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
- 2.1.18 Pursuant to [Executive Order GA-48 of the Governor of Texas effective November 19, 2024](#), Proposer certifies that it and, if applicable, any of its holding companies or subsidiaries, is not:
- Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
 - Listed in Section 1260H of the 2021 NDAA; or
 - Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
 - Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

2.2 No Benefit to Public Servants. Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this [Execution of Offer](#), or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.

2.3 Tax Certification.

Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.

2.4 Antitrust Certification.

Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., Business and Commerce Code](#), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

2.5 Authority Certification. The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.

2.6 Child Support Certification.

Under [§231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.

2.7 Relationship Certifications.

- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of UT System, on the other hand, other than the relationships which have been previously disclosed to University in writing.
- Neither Proposer nor any of its employees have been or will have been employees of UT System or any member institution of UT System within the immediate twelve (12) months prior to (a) the Submittal Deadline or (b) if Proposer is awarded any Agreement resulting from this RFP, the date of execution of that Agreement. (Ref. Section [§2252.901, Government Code](#)).
- Proposer has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for University involving Proposer within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015. (Ref. Section [§572.069, Government Code](#)).
- 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 §§328.131 through 328.155, §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 Television Equipment Recycling Program Certification.

If Proposer will sell or lease covered television equipment to University (as defined in [§361.971\(3\), Texas Health and Safety Code](#)) under any Agreement resulting from this RFP then, pursuant to [§361.991, Texas Health and Safety Code](#), Proposer is full compliance with the Television Equipment Recycling Program set forth in [Subchapter Z, Chapter 361, Texas Health and Safety Code](#) and [30 TAC Chapter 328, Subchapter J](#).

2.13 Conflict of Interest Certification.

- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
- Proposer's provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
- Proposer has disclosed any personnel who are related to any current or former employees of University.
- Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.

2.14 Prohibited Activities. Proposer represents, certifies, and warrants that Proposer and its employees, agents, representatives, and subcontractors (1) have not violated and will not violate [Chapter 2261, Subchapter G of the Texas Government Code](#) ("Subchapter G"), including engaging in any of the prohibited activities identified in Subchapter G and (2) will fully cooperate in any investigations conducted under Subchapter G. Proposer understands and agrees that violations of Subchapter G may result in enforcement actions, contract terminations (including, but not limited to, termination of any Agreement resulting from this RFP), liabilities, disqualifications, causes of action, lawsuits, damages, costs, and injunctive relief as provided by Subchapter G.

2.15 Intentionally Omitted.

2.16 Critical Infrastructure.

Pursuant to [Chapter 2275, Texas Government Code](#), Proposer certifies (A) it is neither owned by nor is the majority of stock or other ownership interest of the Proposer held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2275.0103 of the *Texas Government Code* (a "designated country") or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; and (B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country. Proposer understands that the prohibitions set forth in the preceding sentence apply regardless of whether (1) Proposer's or its parent company's securities are publicly traded or (2) Proposer or its parent company is listed on a public stock exchange as either (a) a Chinese, Iranian, North Korean, or Russian company or (b) a company of a designated country. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

Pursuant to [Executive Order GA-48 of the Governor of Texas effective November 19, 2024](#), as Contractor will research, work on, or have access to critical infrastructure as defined in [Section 117.001\(2\), Texas Business and Commerce Code](#), Contractor represents and warrants that it and its Personnel will maintain the security or integrity of that infrastructure. Contractor and its Personnel must be routinely reviewed to determine whether or not their backgrounds, criminal history, or continuous connections to the government or political apparatus of a foreign adversary might prevent Contractor or its Personnel from being able to maintain the security or integrity of the infrastructure. If agreed to in writing by University Contractor will be responsible for performing such reviews and will provide University with a written report detailing the results of each review. Otherwise, University will conduct such reviews or, in the University's sole discretion, have such reviews performed by a cyber intelligence company or other similar third-party engaged by the Texas Department of Public Safety or by University. Contractor must fully cooperate in the conduct of such reviews. Contractor must cooperate with the University and the State of Texas in any investigation into whether it and its Personnel are able to maintain the security or integrity of such critical infrastructure, including providing all information and documentation requested by the University or the State of Texas. Before commencing the performance of research or work on or any access to such critical infrastructure, Contractor will provide University with a list of all Personnel who may be assigned to perform that research or work or provided such access. Contractor will update that list each time there is a change in such Personnel. **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. Contractor acknowledges University may immediately terminate and withhold payment under any contract or agreement resulting from this RFP if Contractor does not comply with this Section, including but not limited to University's determination, in its sole discretion, that Contractor or any of its Personnel has (1) failed to maintain the security or integrity of critical infrastructure, (2) failed to perform or cooperate in the performance of required reviews or investigations, or (3) provided materially inaccurate or incomplete reports, information, or documentation as required by this Section.

2.17 Proposer Compliance and Warranty Relating to Cloud Computing Services.

Pursuant to Section 2063.408 of the *Texas Government Code*, the Texas Cyber Command has established and implemented a state risk and authorization management program providing a standardized approach for security assessment, authorization, and continuous monitoring of cloud computing services (CCSs) that store, process, or transmit the data of Texas state agencies (TX-RAMP).

Proposer represents and warrants that throughout the term of any Agreement resulting from this RFP it will comply with the requirements of TX-RAMP and that all CCSs subject to TX-RAMP will comply with the requirements of and be certified under TX-RAMP. The CCSs subject to TX-RAMP include those provided by Proposer either through such an Agreement or in furtherance of such an Agreement, including CCSs provided through Proposer's subcontractors or third-party providers. A CCS used in furtherance of an Agreement includes a CCS that Proposer or its subcontractors or third-party providers use to store, process, or transmit University data, even if the University itself does not access or use that CCS.

Proposer's subcontractors or third-party providers responsible solely for servicing or supporting a CCS provided by Proposer or another Proposer subcontractor or third-party provider shall not be required to provide evidence of TX-RAMP certification; instead, Proposer will be responsible for providing such evidence.

Proposer understands and agrees that the University may not enter into or renew a contract with Proposer to purchase CCSs that are subject to TX-RAMP unless Proposer demonstrates compliance with TX-RAMP requirements. Proposer acknowledges that any Agreement resulting from this RFP may be terminated and payment withheld if Proposer does not comply with TX-RAMP or this Section.

Proposer's representations, warranties, and obligations under this Section 2.17 include any CCSs that are identified by Proposer in its response to Option 2 in Section 3.2.5 of Appendix One.

218 Prohibition on Diversity, Equity, and Inclusion.

Proposer will perform all Work under any Agreement resulting from this RFP in full compliance with Section [51.3525, Texas Education Code](#). Specifically, in its performance of Work Proposer must not:

- (A) establish, maintain, use, or perform the duties of a diversity, equity, and inclusion office as defined in Section 51.3525;
- (B) compel, require, induce, or solicit any person to provide a diversity, equity, and inclusion statement or give preferential consideration to any person based on the provision of such a statement;
- (C) give preference on the basis of race, sex, color, ethnicity, or national origin to any applicant for University employment or for participation in any function of the University, including in the course of Proposer's identification of persons for University's consideration as a potential applicant, employee, or participant; or
- (D) require any person to participate in diversity, equity, and inclusion training.

219 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.: _____

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)

SECTION 3 - PROPOSER'S GENERAL QUESTIONNAIRE (Q-02DM)

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 Work

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.
- 3.2.3 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.
- 3.2.5 Proposer must select, and if necessary complete, one of the following two options regarding cloud computing services ("CCSs"):
- _____ **OPTION 1:** Proposer represents and warrants that it will not provide any CCSs either through this Agreement or in furtherance of this Agreement, as provided in Section 2.17 of Appendix One.
- _____ **OPTION 2:** Proposer represents and warrants that it will provide the following CCSs either through this Agreement or in furtherance of this Agreement, as provided in Section 2.17 of Appendix One:

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 Name)

To: The University of Texas Rio Grande Valley/ UT Health RGV

RFP No.: _____

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (*initial blanks for any Addenda issued*).

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

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX TWO - TERMS AND CONDITIONS

Please refer to UTRGV eProcurement Portal Bonfire through the following link to download documentation.

<https://utrgv.bonfirehub.com>

APPENDIX THREE - HUB SUBCONTRACTING PLAN

Please refer to UTRGV eProcurement Portal Bonfire through the following link to download documentation.

<https://utrgv.bonfirehub.com>

APPENDIX FOUR - CAMPUS MAP

Edinburg Campus Map: <https://www.utrgv.edu/maps/edinburg/index.htm>
 Brownsville Campus Map: <https://www.utrgv.edu/maps/brownsville/index.htm>

	Clinic Name	Address	City	State	Zip
1.	UT Health RGV Behavior Health (Harlingen)	2902 Haine Dr	Harlingen	TX	78550
2.	UT Health RGV Multispecialty (Harlingen)	2106 Treasure Hills Blvd Ste 1326	Harlingen	TX	78550
3.	UT Health RGV AHEC Primary Care (Bob Clark)	9901 California Rd	Brownsville	TX	78521
4.	UT Health RGV Primary Care (Edinburg)	3804 S Jackson Rd Ste 2	Edinburg	TX	78539
5.	UT Health RGV AHEC Primary Care (La Victoria)	532 Gabriela St	Rio Grande City	TX	78582
6.	UT Health RGV AHEC Primary Care (San Carlos)	230 N 86th St	Edinburg	TX	78542
7.	UT Health RGV Hearing Center at Surgical Specialty (Harlingen)/ UT Health RGV Surgical Specialty (Harlingen)	615 Camelot Dr	Harlingen	TX	78550
8.	UT Health RGV Hearing Center at Surgical Specialty (Edinburg)/ UT Health RGV Surgical Specialty (Edinburg)	3804 S Jackson Rd Ste 1	Edinburg	TX	78539
9.	UT Health RGV Vision Center	3804 S Jackson Rd Ste 4	Edinburg	TX	78539
10.	UT Health RGV Women's and Children's Clinic	4150 Crosspoint Blvd	Edinburg	TX	78539
11.	UT Health RGV Institute of Neuroscience	2902 Haine Drive	Harlingen	TX	78550
12.	UT Health RGV Orthopedics & Sports Medicine	1315 E 6th Street Ste 10	Weslaco	TX	78596
13.	UT Health RGV/ Knapp Family Health Center	2810 W Expressway 83	Mercedes	TX	78570
14.	UT Health RGV Surgery & Women's Specialty	614 Maco Dr	Harlingen	TX	78550
15.	UT Health RGV Clinical Laboratory	1214 W Schunior St	Edinburg	TX	78541
16.	UT Health RGV Cancer and Surgery Center	1400 N Commerce Ctr	McAllen	TX	78501
17.	UT Health RGV Multispecialty (McAllen)	205 E Toronto	McAllen	TX	78503
18.	UT Health RGV Student and Employee Health (Edinburg Campus)	613 N Sugar Rd	Edinburg	TX	78541
19.	UT Health RGV Dermatology	3115 Center Pointe Dr	Edinburg	TX	78539
20.	UT Health RGV Diagnostic Imaging (Harlingen)	2902 Haine Drive	Harlingen	TX	78550
21.	UT Health RGV Employee Health (Harlingen Campus)	2106 Treasure Hills Blvd Ste 1.326	Harlingen	TX	78550
22.	UT Health RGV Neurology (Harlingen)	2902 Haine Drive	Harlingen	TX	78550
23.	UT Health RGV Student Health (Brownsville Campus)	2560 FJRM Ave	Brownsville	TX	78521
24.	UT Health RGV Primary Care (Weslaco)	913 S Airport Dr	Weslaco	TX	78596
25.	UT Health RGV Surgery & Women's Specialty	2106 Treasure Hills Blvd Suite 1.326	Harlingen	TX	78550

APPENDIX FIVE - ACCESS BY INDIVIDUALS WITH DISABILITIES

Access by Individuals with Disabilities: Contractor represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Contractor provides to University under this Agreement (**EIRs**) comply with the accessibility requirements in federal and Texas law and regulation applicable to University and/or Contractor, including (1) [28 C.F.R. Part 35, Subpart H](#) and (2) [1 TAC Chapter 213](#) and [1 TAC §206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Contractor becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Contractor fails or is unable to do so, University may terminate this Agreement and, within thirty (30) days after termination, Contractor will refund to University all amounts University paid under this Agreement. Contractor will provide all assistance and cooperation necessary for performance and documentation of accessibility testing, planning, and execution criteria conducted by University or University's third party testing resources, as required by [1 TAC §213.38\(g\)](#)

APPENDIX SIX - ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS

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

University is primarily an EPIC and Microsoft products environment.

Basic Specifications

1. If the EIR will be hosted by University, please describe the overall environment requirements for the EIR (size the requirements to support the number of concurrent users, the number of licenses and the input/output generated by the application as requested in the application requirements).
 - A. Hardware: If Proposer will provide hardware, does the hardware have multiple hard drives utilizing a redundant RAID configuration for fault tolerance? Are redundant servers included as well?
 - B. Operating System and Version:
 - C. Web Server: Is a web server required? If so, what web application is required (Apache or IIS)? What version? Are add-ins required?
 - D. Application Server:
 - E. Database:
 - F. Other Requirements: Are any other hardware or software components required?
 - G. Assumptions: List any assumptions made as part of the identification of these environment requirements.
 - H. Storage: What are the space/storage requirements of this implementation?
 - I. Users: What is the maximum number of users this configuration will support?
 - J. Clustering: How does the EIR handle clustering over multiple servers?
 - K. Virtual Server Environment: Can the EIR be run in a virtual server environment?
2. If the EIR will be hosted by Proposer, describe in detail what the hosted solution includes, and address, specifically, the following issues:
 - A. Describe the audit standards of the physical security of the facility; and
 - B. Indicate whether Proposer is willing to allow an audit by University or its representative.
3. If the user and administrative interfaces for the EIR are web-based, do the interfaces support Firefox on Mac as well as Windows and Safari on the Macintosh?
4. If the EIR requires special client software, what are the environment requirements for that client software?
5. Manpower Requirements: Who will operate and maintain the EIR? Will additional University full-time employees (FTEs) be required? Will special training on the EIR be required by Proposer's technical staff? What is the estimated cost of required training.
6. Upgrades and Patches: Describe Proposer's strategy regarding EIR upgrades and patches for both the server and, if applicable, the client software. Included Proposer's typical release schedule, recommended processes, estimated outage and plans for next version/major upgrade.

Security

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

Integration

1. Is the EIR authentication Security Assertion Markup Language (**SAML**) compliant? Has Proposer ever implemented the EIR with Shibboleth authentication? If not, does the EIR integrate with Active Directory? Does the EIR support TLS connections to this directory service?
2. Does the EIR rely on Active Directory for group management and authorization or does the EIR maintain a local authorization/group database?
3. What logging capabilities does the EIR have? If this is a hosted EIR solution, will University have access to implement logging with University's standard logging and monitoring tools, RSA's Envision?
4. Does the EIR have an application programming interface (**API**) that enables us to incorporate it with other applications run by the University? If so, is the API .Net based? Web Services-based? Other?
5. Will University have access to the EIR source code? If so, will the EIR license permit University to make modifications to the source code? Will University's modifications be protected in future upgrades?
6. Will Proposer place the EIR source code in escrow with an escrow agent so that if Proposer is no longer in business or Proposer has discontinued support, the EIR source code will be available to University.

Accessibility Information

Proposer must provide the following accessibility information for the electronic and information resources (**EIRs**)¹ products or services proposed by Proposer, where applicable, through one or more of the following methods, as required by [1 TAC §213.38\(b\)](#)

- (A) inclusion in its proposal of (or URLs to) manufacturer pages of completed Voluntary Product Accessibility Templates (**VPATs**)² or accessibility conformance reports (**ACRs**)³ for applicable Commercial Off the Shelf products / or services;
- (B) inclusion in its proposal of other documents / forms that provide credible evidence of the Proposer's capability or ability to produce accessible EIR products and services. Such evidence may include, but is not limited to, Proposer's internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results; or
- (C) inclusion in its proposal of the URL to a web page which explains how to request completed ACRs or VPATs for any product Proposer proposes to provide to the University under any contract resulting from this RFP.

If Proposer cannot provide credible accessibility documentation for an EIR, then the Proposer's EIR shall be considered noncompliant.

¹ Electronic and information resources are defined in [§2054.451, Government Code](#) and [1 TAC §213.1 \(9\)](#).

² A Voluntary Product Accessibility Template is a vendor-supplied form for a commercial off-the-shelf Electronic and Information Resource used to document its compliance with technical accessibility standards and specifications. See [1 TAC §213.1 \(22\)](#). For further information, see this [VPAT document](#) provided by the Information Technology Industry Council.

³ Accessibility conformance reports are an accessibility report of an EIR item's compliance with Section 508 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. §794(d), 36 C.F.R. §1194.1, that is created using a VPAT template. See [1 TAC §213.1 \(1\)](#) [http://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=213&rl=1](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=213&rl=1).

APPENDIX SEVEN - Security Characteristics and Functionality of Contractor's Information Resources

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

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

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

General Protection of University Records

1. Describe the security features incorporated into Information Resources (ref. **Section 5.3.4**) to be provided or used by Proposer pursuant to this RFP.
2. List all products, including imbedded products that are a part of Information Resources and the corresponding owner of each product.
3. Describe any assumptions made by Proposer in its proposal regarding information security outside those already listed in the proposal.

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

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

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

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

Access Control

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

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

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

Use of Data

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

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

Data Transmission

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

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

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

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

Notification of Security Incidents

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

1. Describe Proposer's procedures to isolate or disable all systems that interact with Information Resources in the event a security breach is identified, including any systems that would hold or process University Records, or from which University Records may be accessed.
2. What procedures, methodology, and timetables does Proposer have in place to detect information security breaches and notify University and other customers? Include Proposer's definition of security breach.
3. Describe the procedures and methodology Proposer has in place to detect information security breaches, including unauthorized access by Proposer's and subcontractor's own employees and agents and provide required notifications in a manner that meets the requirements of the state breach notification law.

Compliance with Applicable Legal & Regulatory Requirements

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

1. Describe the procedures and methodology Proposer has in place to retain, preserve, backup, delete, and search data in a manner that meets the requirements of state and federal electronic discovery rules, including how and in what format University Records are kept and what tools are available to University to access University Records.
2. Describe the safeguards Proposer has in place to ensure that systems (including any systems that would hold or process University Records, or from which University Records may be accessed) that interact with Information Resources reside within the United States of America. If no such controls, describe Proposer's processes for ensuring that data is protected in compliance with all applicable US federal and state requirements, including export control.
3. List and describe any regulatory or legal actions taken against Proposer for security or privacy violations or security breaches or incidents, including the final outcome.