REQUEST FOR PROPOSAL

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

**for**

## Selection of a Vendor to Provide

#### ServiceNow Implementation Services

#### RFP No.: 744-R2011 ServiceNow Implementation Partner

Bid Submittal Deadline: April 3, 2020 @ 2:00 P.M. CST

HUB Plan Submittal Deadline: April 3, 2020 @ 2:00 P.M. CST



Prepared By:

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3/9/2020

Request for PROPOSAL

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##### SECTION 1

**INTRODUCTION**

* 1. **Description of University**

Founded in 1972, The University of Texas Health Science Center at Houston (UTHealth) is one of the fourteen component Universities of The University of Texas System. UTHealth is the most comprehensive academic health center in Texas, and is comprised of the following buildings & schools:

* Medical School (MSB) - 6431 Fannin Street
* Medical School Expansion (MSE) – 6431 Fannin Street
* Cyclotron Building (CYC) – 6431 Fannin Street
* School of Dentistry (SOD) – 7500 Cambridge Street
* School of Public Health (SPH) - 1200 Pressler Street
* School of Nursing (SON) – 6901 Bertner Avenue
* School of Biomedical Informatics (SBMI) - 7000 Fannin Street
* Graduate School of Biomedical Sciences (GSBS)– 6655 Travis Street
* Biomedical & Behavioral Sciences Building (BBS) – 1941 East Road
* Institute of Molecular Medicine (IMM) – 1825 Pressler Street
* Harris County Psychiatric Center (HCPC) - 2800 South MacGregor Drive
* Operations Center Building (OCB) -1851 Cross Point Avenue
* University Center Tower (UCT) - 7000 Fannin Street
* Professional Building (UTPB) - 6410 Fannin Street
* Jesse H. Jones Library Building (JJL) – 1133 John Freeman Blvd.

UTHealth combines biomedical sciences, behavioral sciences, and the humanities to provide interdisciplinary activities essential to the definition of modern academic health science education. UTHealth is committed to providing health professional education and training for students, and is dedicated to providing excellence in research and patient care, which is offered through its clinics, Memorial Hermann Hospital System (its primary teaching hospital), and other affiliated institutions. UTHealth is a major part of the concentration of medical schools, hospitals and research facilities generally referred to as the Texas Medical Center.

The University of Texas Health Science Center at Houston System has nearly 13,000 employees and approximately 5,000 students. As a component of the University of Texas System, UTHealth is subject to the “Rules and Regulations of the Board of Regents of the University of Texas System for the government of The University of Texas System.”

An “**Institutional Affiliate**” means our affiliated Clinical practice, UT Physicians group, as designated by University, in connection with any Agreement.

**1.2 Background and Special Circumstances**

UTHealth has multiple solutions across the university for Incident, Change, and Asset management. These solutions need to be consolidated and standardized not only for improved support and efficiency but also to streamline workflows and processes for our upcoming EPIC Electronic Health Record (EHR) implementation.

**1.3 Objective of Request for Proposal**

The University of Texas Health Science Center at Houston (**University**) is soliciting proposals from qualified vendors to perform work (**Work**) more specifically described in **Section 5.4** (Scope of Work) of this Request for Proposal (**RFP**), including (1) ServiceNow Implementation of Incident Request Management; (2) ServiceNow Implementation of Change Management; and (3) ServiceNow Implementation of Asset Management.

**1.4 Group Purchase Authority**

Texas law authorizes institutions of higher education (defined by [§61.003, *Education Code*](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.61.htm#61.003)) to use the group purchasing procurement method (ref. §§[51.9335](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.51.htm#51.9335), [73.115](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.73.htm#73.115), and [74.008](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.74.htm#74.008), *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System (**UT System**), which is comprised of fourteen institutions described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

**SECTION 2**

**NOTICE TO PROPOSER**

**2.1 Submittal Deadline**

University will accept proposals until 2:00 p.m.Central Time, on Friday, April 3, 2020 (**Submittal Deadline**).

**2.2 RFP Contact Information and Questions**

Interested parties may direct questions about this RFP to:

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, Texas 77054

Felix M. Gomez, Purchasing Contracts Administrator

Felix.Gomez@uth.tmc.edu

Subject Line: RFP No. 744-R2011

*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 2:00 PM on* ***March 18, 2020*** *(****Question Deadline****), or (ii) if questions relate to Historically Underutilized Businesses, in accordance with* ***Section 2.5****.*

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

**2.3 Criteria for Selection**

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

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

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

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

* + 1. Threshold Criteria Not Scored
       1. Ability of University to comply with laws regarding Historically Underutilized Businesses; and

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

* + 1. Scored Criteria
       1. Cost of goods and services;
       2. Reputation of the Proposer and of the Proposer's goods or services;
       3. Quality of the Proposer's goods or services;

**2.4 Key Events Schedule**

Date RFP Issued Monday, March 9, 2020

Pre-Proposal Conference Wednesday, March 18. 2020 @ 8:00 a.m. Central Time

(ref. **Section 2.6**)

Question Deadline Monday, March 23, 2020 @ 2:00 p.m. Central Time

(ref. **Section 2.2**)

Submittal Deadline 2:00 **p.m.** Central Time on Friday, April 3, 2020

(ref. **Section 2.1**)

**2.5 Historically Underutilized Businesses**

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

2.5.2 University has reviewed this RFP in accordance with [34 TAC §20.285](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=285), and has determined that subcontracting opportunities are probable under this RFP.

2.5.3 A HUB Subcontracting Plan (**HSP**) is a required part of the proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses, attached as **APPENDIX THREE**.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including* ***APPENDIX THREE****. Proposers that fail to submit the HSP will be considered non-responsive to this RFP as required by* [§2161.252, *Government Co*de](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2161.htm#2161.252)*.*

*Questions regarding the HSP may be directed to:*

*Contact: Shaun McGowan*

*Manager, HUB & Small Business Program*

*Phone: (713) 500-4862*

*Email:* [*Shaun.A.McGowan@uth.tmc.edu*](mailto:Shaun.A.McGowan@uth.tmc.edu)

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

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

**Two (2) complete original paper copy(ies) of Proposer’s HSP**, and

Proposer’s HUB Materials must be submitted (as instructed in **Section 3.2**) under separate cover and in a separate envelope (**HSP Envelope)** with the top outside surface clearly indicating:

2.5.4.1 RFP No. and the Submittal Deadline (ref. **Section 2.1**) in the lower left hand corner,

2.5.4.2 Name and the return address of Proposer, and

2.5.4.3 Phrase “HUB Subcontracting Plan.”

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

University will open Proposer’s HSP Envelope prior to opening the proposal to confirm Proposer submitted the HSP. Proposer’s failure to submit the HSP will result in University’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

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 8:00 a.m. – 9:30 a.m., Central Time on Wednesday, March 18, 2020, in Room 1505C of University Central Tower and through WebEx. The pre‑proposal conference will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP.

**Wednesday, March 18, 8:00 a.m. - 9:30 a.m. CST**

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

**University Central Tower (UCT)**

**7000 Fannin Street, Suite UCT-1505C**

**Houston, TX 77030**

**Note: Parking is available in the UCT parking garage at visitor’s expense.**

**WebEx Information:**

**Link:** [**https://uthealth.webex.com/uthealth/j.php?MTID=ma942aef04f18c05f1d451a5000dff29d**](https://uthealth.webex.com/uthealth/j.php?MTID=ma942aef04f18c05f1d451a5000dff29d)

**Phone Number (US Toll): +1-415-655-0001**

**Phone Number (US Toll Free): 1-844-621-3956**

**Meeting Number (access code): 801 598 063#**

**Video system or application:** [**801598063@uthealth.webex.com**](sip:801598063@uthealth.webex.com)

**Microsoft Lyn or Skype for Business:** [**801598063.uthealth@lync.webex.com**](file:///C:\Users\fgomez2\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\726Q86K8\%20sip:801598063.uthealth@lync.webex.com)

**SECTION 3**

**SUBMISSION OF PROPOSAL**

**3.1 Number of Copies**

Proposer must submit (a) seven (7) complete paper copies of its *entire* proposal, and (b) *one (1) complete electronic copy of its entire proposal in a single .pdf file on a flash drive*. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

**3.2 Submission**

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

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, TX 77054

Attn: Felix M. Gomez, Purchasing Contracts Administrator

**3.3 Proposal Validity Period**

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

**3.4 Terms and Conditions**

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

3.4.1.1 Specifications and Additional Questions (ref. **Section 5**);

3.4.1.2 Agreement (ref. **APPENDIX TWO**);

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

3.4.1.4 Notice to Proposers (ref. **Section 2**).

**3.5 Submittal Checklist**

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

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

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

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

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

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

3.5.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** and **APPENDIX THREE**).

**SECTION 4**

**GENERAL TERMS AND CONDITIONS**

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

In conformance with Texas Administrative Code [206.70](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=206&rl=70), and [213.38](https://texreg.sos.state.tx.us/public/readtac$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=38), the Vendor agrees to make any modifications to the ServiceNow application compliant with [Web Content Accessibility Guidelines 2.0, Level AA standards](https://www.w3.org/TR/WCAG20/), if applicable.

**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 Pre-Requisites**

Each Proposal must include information that clearly indicates that Proposer meets each of the following pre-requisites **(Note: Proposers will be disqualified if they do not meet Pre-Requisites below)**:

1. Proven experience implementing ServiceNow for a Health care or Health Science Center client utilizing Epic
   1. Proven experience implementing ServiceNow for a Health care or Health Science Center client utilizing Epic, including Data Courier a plus
2. Proven experience implementing ServiceNow for a higher education
   1. Higher education client who is also a health science institution a plus
   2. Higher education client utilizing Oracle PeopleSoft systems a plus
      1. FMS workflows and asset management
      2. HCM workflows
      3. Campus Solutions workflows
   3. Client migration from internally developed asset management systems to ServiceNow asset management
3. Proven experience implementing these modules of ServiceNow:
   1. Service Request/Incident Management/Problem Management
   2. Change Management
   3. Asset Management (Excluding Software Asset Management)
4. Be willing to sign a BAA agreement with UTHealth due to HIPAA and FERPA data that could be viewed during implementation.
5. Ability to perform implementation of the ServiceNow modules listed in #3, by Oct 31st, 2020.
6. Share project team details to include:
7. Project team to include names and roles of each person
8. Project team members experience level implementing ServiceNow highlighting any specific examples or custom roles the individual will have on this project
9. All application, security, and industry certifications which detail the project teams ability to execute on our objectives
10. Provide any service level agreements or expectation setting documents required for completion of this implementation

**5.3 Additional Questions Specific to this RFP**

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

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

**The following questions will be used to score your RFP response. Please respond as clearly as possible to each question.**

**5.4.1 Reputation of Proposer**

**Documentation of proven successful implementations**

1. Please provide proven experience of implementing ServiceNow for a Health care or Health Science Center client utilizing EPIC
2. Please provide proven experience of implementing ServiceNow for higher education.
3. Please provide proven experience of client migration from internally developed asset management system(s) to ServiceNow asset management.
4. Please provide proven experience of implementing ServiceNow modules for Asset, Incident, Service Request and Change Management.

**5.4.2 Quality of Proposer’s goods and services**

**Implementation**

1. What is your implementation strategy, sequence, scope?
2. Describe discovery process for each module. (asset, change, incident, request)
3. How are customization needs identified?
4. What UTHealth staffing resources are expected to be available during the implementation? Please provide your staffing plan for implementation, including roles, responsibilities, and location of partner staff members.
5. What does the testing strategy look like?
6. How is the implementation project schedule monitored? Please describe in detail.
7. What is the communication plan?
8. How are staffing issues/problems during implementation handled?
9. What post go-live support is provided?
10. What is your process for managing changes to project scope?
11. Does your firm offer distinct innovations in terms of training and end-user support that differentiate you from competitors in the market?
12. Describe how your resources stay up to date on current EPIC and ServiceNow integration and workflow best practices.
13. Provide a detailed project and implementation plan describing required internal University resources, project timeline, key deliverables, estimated hours, acceptance testing, training plans, user testing, and go-live support
14. Do you provide a Project Manager in charge of implementation with no billable hours and provided at no extra cost?
15. Do you partner with a consulting company for implementation?  If so, who is that company and what role would the consulting company have in implementation?
16. Describe the process for ensuring that project resources capable of meeting schedule and application performance objectives are available for this project
17. Do follow a type of SCRUM methodology? If so, how long are your typical sprints?
18. Have you securely configured or provided guidance on securely configuring the ServiceNow platform to protect HIPAA, FERPA and other confidential Data? [*Instance Secure Hardening Guide*](https://docs.servicenow.com/bundle/orlando-platform-administration/page/administer/security/reference/instance-security-hardening-guide.html) as reference.
19. Do you have BAAs with any contracting services you could use during the implementation?
20. Have you worked with Identity and Access Management teams on SAML integration with ServiceNow?
21. Have you integrated or provided guidance on integrating ServiceNow with Splunk platform?

**Staff Training and Documentation**

1. Do you provide training and/or documentation for your clients?
2. If training is offered:
   1. Is training onsite or remote?
   2. Are there levels of training (super user – end user) or is it a train the trainer model?

**Service Request Management**

1. What is your service catalog build out strategy and adoption recommendations for future growth and expansions of Service Now use across UTHealth.

**Incident Management**

1. What is your recommendation on ticket ownership? Does that change during the lifecycle?
2. How are incidents in current system imported to ServiceNow?
3. Provide example of the lifecycle of an incident. Ideally UTHealth would like to span from declaration to after action reports, is this typical/delivered?

**Change Management**

1. UTHealth will have several different change management boards at the outset of our implementation, with many more likely to follow. Describe a change management environment you have implemented for a customer and how it relates to our change management needs of multi-tenancy.
2. Detail an implementation in which your customer required independent workflows and custom field assignments for distinct change management boards.
3. Have you implemented for a customer the ability to template and clone change board requests? Please describe.
4. Describe how your company would implement multiple and distinct approval types within each change management board. Are there any limitations in achieving this objective?
5. Detail an implementation of a change management system which tied to an asset database. Does your company have experience synchronizing the asset database to a 3rd party asset database?

**Asset Management**

1. Do you deliver a process for importing data from the legacy system?
2. Do you have proven documentation/guidelines on maintaining an asset record?
3. Please describe your approach to asset lifecycle management, with the knowledge of the following.
   1. Assets may or may not begin as a Request within Service Now.
   2. Multiple Tenants have different asset interests.
   3. Tenants require different security structures for asset modification.
4. Do you deliver a process for importing data from the legacy system? If not, how is this accomplished?

**5.5 Statement of Work**

The purpose of the request for proposal and subsequent award is to enable the University to access the expertise of Vendors in multiple arenas for the ServiceNow implementation. The University reserves the right to issue multiple awards to satisfy its needs. Vendors are advised that University will not guarantee any minimum utilization or expenditures with any vendor during the proposed contract period.

Contractor will provide the following services to University:

**5.5.1 Work Requirements /deliverables**

As part of the Project the vendor will be responsible for performing tasks throughout various stages of this project. The following is a list of these tasks which will result in the successful completion of this project:

**Deliverables:** Specify all the reports and other deliverables that are required (by task or phase of the work, as applicable), and state the required delivery date for each one. Note that deliverables can only be requested based on an established SOW task.

**Travel:** Where applicable, provide as much information as possible regarding any necessary travel that will be required on the part of the selected Vendor in order to perform the work. All travel may require prior approval from the program and will be paid in accordance with State Guidelines

The vendor shall provide services and deliverables described in this section. Client is responsible for acceptance of all deliverables. Acceptance criteria for each deliverable will be developed by client project manager. Other responsibilities of the vendor and client are clarified for each task.

**Deliverables**

The following Deliverables are required minimums for the project. Vendor(s) is responsible for the preparation and delivery of all Deliverables. Documents will be delivered in electronic format using current University Microsoft Office standards and will follow a template conforming to University documentation standards, if available. The following outlines these Deliverables

1. **Provide project management services for configuration and implementation of ServiceNow through ITSM Framework Project 1. Project 1 is expected to close within six months of contract initiation**.

The following are an example of some but not all expected tasks to be assumed by the vendor.

**Project Management**

|  |  |
| --- | --- |
| Description & Due Date: | The vendor shall provide qualified personnel to perform project planning, project management and technical management. |

|  |  |  |
| --- | --- | --- |
| Vendor Deliverables | **Project Management**   1. Assemble the vendor project team and assign responsibilities. 2. Coordinate orientation for vendor’s key staff with University. 3. Establish and administer project management procedures to include contact information and guidelines for effective communications and documentation 4. Prepare and maintain a detailed project plan which identifies and assigns tasks, shows major milestones, provides estimated start/end dates and indication of critical path. 5. Execute Project Plan 6. Measure, track and evaluate progress against the project plan. 7. Resolve deviations from the project plan with University   ServiceNow project managers.   1. Review project tasks, schedules, and resources and make changes or additions, as appropriate. 2. Track all actions associated with status meetings and project issues. 3. Review and analyze project change requests, maintain change request log. 4. Participate in daily and weekly scheduled meetings with UTHEALTH to review project status. 5. Provide weekly status reports to University. 6. Provide weekly work plan reviews with University.   **Technical Management**   1. Perform and coordinate tasks with University technical staff for system configuration/modification and testing. 2. Perform and coordinate with University technical staff, the database /system data migration, tuning and configuration. 3. Provide a single point of contact for the quick resolution of technical issues. |  |

1. **Provide a recommendation of appropriate and industry Best Practice ITIL and ServiceNow training.**
2. **Based on negotiated recommendation provide ServiceNow training to consist of, at minimum, the following:**

**ServiceNow Training**

|  |  |  |
| --- | --- | --- |
| Description & Due Date: | The vendor shall provide onsite training at University in Houston, for specific training for staff to better understand the ServiceNow technology, processes, and roles. The training will consist of: | |
| Vendor Deliverables: | Training in ServiceNow as well as best practice processes  Train-the-Trainer Sessions with University staff leading the  ServiceNow end-user training  ServiceNow administrator training  Training plan with curriculum and training materials |  |

1. **Provide a roadmap and a blueprint of recommended organizational structure**

|  |  |  |
| --- | --- | --- |
| **ITSM** | **Recommendation** | |
| Description &  Due Date: | Review of the current University organization structure and staffing roles and responsibilities and analyze what changes would be recommended for our organization as we continue to mature our Service Management offerings. | |
| Vendor  Deliverables: | 1. Provide report on organization changes to meet more specific Service Management Organization (SMO) goals and objectives as it relates to ServiceNow implementation. |  |

|  |  |  |
| --- | --- | --- |
|  | 1. Provide recommended approach to implement additional ServiceNow applications 2. Provide recommended role structure for the ServiceNow Modules for implementation and steady state post go-live 3. Make recommendations to keep the ServiceNow platform operating at peak performance 4. Make recommendations for implementing additional ServiceNow applications (in future phases expanding the use of this application to other Departments) |  |

1. **Provide documented analysis and configure ServiceNow instance workflows based on analysis**

**Workflow Gap Analysis**

|  |  |  |
| --- | --- | --- |
| Description &  Due Dates: | The vendor shall use the ITSM recommendation results along with completed meetings with University to perform a gap analysis. The vendor will assist to align current business process with best practices and industry standards. | |
| Vendor  Deliverables: | 1. Conduct meetings with staff for gap analysis review 2. Review gap between current business practices with industry best practices and standards 3. Conduct gap analysis meetings 4. Design and document workflow modifications and future state workflows 5. Present documentation to project manager and ServiceNow Administrators 6. Provide documentation of specific customization to ServiceNow |  |

1. **Integrate ServiceNow with asset tools, ADFS, and configure to support ITSM goals.**

**ServiceNow Configuration and Integration**

|  |  |  |
| --- | --- | --- |
| Description &  Due Dates: | The vendor will use the ITSM recommendation document and the gap analysis results to configure and implement ServiceNow.   * Asset and Configuration: identify and monitor IT service assets and their relationships. * Planning and Policy: define IT strategies and manage projects. * IT Services: deliver IT services and support to business users. * IT Operations Management: track and manage IT resources and systems. * Non-IT Services: automate business processes outside of IT. | |
| Vendor  Deliverables: | 1. Configuration and customize ServiceNow instance 2. IT Request 3. Incident 4. Change & Release Management with limited (CMDB) 5. IT Asset Management 6. All necessary ServiceNow platform foundations 7. AD/SAML integration 8. Import Integrate UTHEALTH assets into ServiceNow CMDB 9. Assist UTHEALTH ServiceNow administrators to build business service maps |  |

1. **Provide a Self Service portal for ServiceNow**

**ServiceNow Staff Self-Service Portal Interface**

|  |  |  |
| --- | --- | --- |
| Description &  Due Dates: | The vendor shall implement the ServiceNow self­-service portal. The vendor shall provide draft and final requirements, design, and specification documents for review and approval. | |
| Vendor  Deliverables: | 1. Implement ServiceNow Self-Service Portal to include. 2. Landing Page 3. Service Catalog 4. Incident 5. My request (with approvals and tracking) 6. KPI (performance analytics) 7. Conduct requirements and design sessions with designated staff. 8. Draft mock up, wireframes and specifications for approval by project team 9. Provide user experience and user interface design best practices (include user acceptance testing) 10. Implement and test with UTHealth designated staff. 11. Meet with staff and business analyst to gather requirements 12. Present mock up for approval 13. Configure portal 14. User acceptance testing 15. Implement agreed upon interface |  |

1. **Provide resources to ensure continuance service improvement for ITSM and as an organization**

**Documentation, Support, and Professional User Group**

|  |  |  |
| --- | --- | --- |
| Description &  Due Dates: | The vendor shall provide guidance on appropriate documentation for ServiceNow maintenance, administration, support issues, optimization, future application development, and professional user groups that UTHEALTH provides continuance service improvement and support of ServiceNow | |
| Vendor  Deliverables: | 1. Meet with UTHEALTH staff to discuss documentation needs, support requirements, resources, and professional user groups 2. Provide documentation, links, professional user groups, reference materials, and other support information. 3. Provide detailed information to UTHEALTH staff for continued support, system documentation, reference materials 4. Create appropriate KPI 5. Insure knowledge transfer and transition of build documentation to UTHealth Analyst and appropriate staff |  |

1. **Provide ITSM Framework Project 1 completion details and a roadmap defining the remaining deliverables to be implemented throughout the rest of the project series to fulfill the ITSM Framework.**

**Deliverable Completion**

|  |  |  |
| --- | --- | --- |
| Description &  Due Dates: | The vendor shall fulfill all the requirements described in the project plan. In addition, the project closure plan will include a road map the future changes. | |
| Vendor  Deliverables: | 1. Vendor will provide UTHEALTH with all documentation in accordance with the approved project plan 2. Vendor will present project closure report to UTHEALTH for review and approval 3. Vendor will complete the project requirements checklist showing that all project tasks have been completed 4. Assist with post go-live issues/break-fix during initial support phase 5. Develop a recommendation for future next steps |  |

**5.5.2 Schedule/Milestones**

|  |  |
| --- | --- |
| The below list consists of the estimated initial milestones identified for the ServiceNow Implementation Project: | |
| Vendor Selection | Est. April 2020 |
| Period of Performance Begins | Est. April 2020 |
| ITSM Recommendation | TBD |
| Workflow Gap Analysis | TBD |
| ITIL & ServiceNow Training completed | TBD |
| ServiceNow Configuration & Integration | TBD |
| Self-service portal | TBD |
| Documentation/Support | TBD |
| Project 1 Deliverables Completed | October 30th, 2020 |

**5.5.3 Deliverables Acceptance Criteria**

On submittal of a completed deliverable, UTHealth has 10 business days to review and approve acceptance. If UTHealth does not notify Vendor in writing of non-approval within 10 business days, then the Deliverable shall be deemed accepted. If the deliverable is deemed unacceptable by UTHealth, within the 10 business days, UTHealth and vendor will discuss reason for unacceptance. The Vendor will then correct unacceptable content within an agreed upon period of time and resubmit for approval. The parties shall repeat this process until UTHealth acceptance of the Defined Deliverable.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

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

(Proposer Name)

**To:** University

**RFP No.:** 744-R2011

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 1 year with the initial term of the Agreement proposed to begin on April 13, 2020, and proposed to expire on April 12, 2020. University may elect to renew the Agreement for up to two (2) additional one (1) year terms.

**6.2 Pricing for Work and Expenses**

Please provide the maximum estimated cost for the project with detailed information per below including description of resource type, task description, number of resource/employee allocated, hourly bill rate, maximum estimated hours, and total maximum estimated costs. **Provide pricing for each of the functional areas: Incident Request Management, Change Management, and Asset Management.** Please feel free to add/edit resource type as applicable to your company. Additionally, please include total estimated costs for travel and expenses (“T&E”). Please provide Pricing for **BOTH On-site and Remote** resources options.

**Incident Request Management:**

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| --- | --- | --- | --- | --- | --- |
| Resource Type | Task Description | Number Resource Type Allocated | Hourly Bill Rate | Total Maximum Estimated Hours | Total Maximum Estimated Cost |
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**Change Management:**

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| --- | --- | --- | --- | --- | --- |
| Resource Type | Task Description | Number Resource Type Allocated | Hourly Bill Rate | Total Maximum Estimated Hours | Total Maximum Estimated Cost |
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**Asset Management:**

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| Resource Type | Task Description | Number Resource Type Allocated | Hourly Bill Rate | Total Maximum Estimated Hours | Total Maximum Estimated Cost |
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|  |  |  | Maximum Estimated T&E | |  |
|  |  |  | Grand Total | |  |

**Note:**

**Air Travel and Rental Car**

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

**Hotel Reservations**

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

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

**Cancellation Charges**

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

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

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

**6.3 Discounts**

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

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

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**6.5 Payment Terms**

University’s standard payment terms are “net 30 days” as mandated by the *Texas Prompt Payment Act*(ref. [Chapter 2251, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm)).

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

Indicate below the prompt payment discount that Proposer offers:

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

[Section 51.012, *Education Code*](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.51.htm#51.012), authorizes University to make payments through electronic funds transfer methods. Respondent agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Respondent agrees to provide Respondent’s banking information to University in writing on Respondent letterhead signed by an authorized representative of Respondent. Prior to the first payment, University will confirm Respondent’s banking information. Changes to Respondent’s bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W‑9](https://www.irs.gov/uac/about-form-w9) signed by an authorized representative of Respondent.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, *Tax Code*](http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.151.htm#151.309)*,* and [Title 34 TAC §3.322](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=3&rl=322). Pursuant to [34 TAC §3.322(c)(4)](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=3&rl=322), University is not required to provide a tax exemption certificate to establish its tax exempt status.

Respectfully submitted,

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

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

(Authorized Signature for Proposer)

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

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

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

APPENDIX ONE

PROPOSAL REQUIREMENTS

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**SECTION 1**

**GENERAL INFORMATION**

**1.1 Purpose**

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

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

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

**1.2 Inquiries and Interpretations**

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

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

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

**1.3 Public Information**

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

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

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

**1.4 Type of Agreement**

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

**1.5 Proposal Evaluation Process**

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

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

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

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

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

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

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

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

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

**1.8 Proposal Requirements and General Instructions**

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

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

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

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

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

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

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

**1.9 Preparation and Submittal Instructions**

1.9.1 Specifications and Additional Questions

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

1.9.2 Execution of Offer

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

1.9.3 Pricing and Delivery Schedule

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

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

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

1.9.4 Proposer’s General Questionnaire

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

1.9.5 Addenda Checklist

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

1.9.6 Submission

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

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

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

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

**SECTION 2**

**Execution of Offer**

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

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

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

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

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

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

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

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

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

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

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

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

2.1.11 Pursuant to §§[2107.008](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2107.htm#2107.008) and [2252.903](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.903), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.

2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer’s proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer’s intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer’s proposal.

2.1.13 Pursuant to [Chapter 2271, *Texas Government Code*](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2271.htm), 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*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#F), 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.

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

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

**2.4** **Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., *Business and Commerce Code*](http://www.statutes.legis.state.tx.us/Docs/BC/htm/BC.15.htm), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

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

**2.6 Child Support Certification.** Under [§231.006, *Family Code*](http://www.statutes.legis.state.tx.us/Docs/FA/htm/FA.231.htm#231.006)*,* relating to child support, the individual or business entity named in Proposer’s proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.

**2.7 Relationship Certifications.**

**□** No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of UT System, on the other hand, other than the relationships which have been previously disclosed to University in writing.

* Proposer has not been an employee of any member institution of UT System within the immediate twelve (12) months prior to the Submittal Deadline.
* No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer’s proposal or any contract resulting from this RFP (ref. [§669.003, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.669.htm#669.003)).
* All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.

**2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

**2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=OSHACT&p_id=2743)) and the *Texas Hazard Communication Act*, [Chapter 502, *Health and Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.502.htm), and all related regulations in effect or proposed as of the date of this RFP.

**2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this Execution of Offer. All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.

**2.11** **Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965(c), *Health & Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.361.htm#361.965), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, *Health & Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.361.htm#Y)*,* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=30&pt=1&ch=328&sch=I&rl=Y). [§361.952(2), *Health & Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.361.htm#361.952)*,* states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act*,* the term“computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

**2.12 Conflict of Interest Certification.**

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

**2.13 Financial Advisor Disclosure**

**2.13.1** Proposer □ is / □ is not a Financial Advisor or service provider for purposes of [Chapter 2263, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2263.htm). If Proposer is a Financial Advisor, Proposer certifies that it has disclosed the following, in writing, to the administrative head of the University and the State Auditor’s Office (SAO):

• any relationship Financial Advisor or Proposer has with any party to a transaction with the University, other than a relationship necessary to the investment or funds management services that the Financial Advisor or Proposer performs for University, if a reasonable person could expect the relationship to diminish the Financial Advisor’s or Proposer’s independence of judgment in the performance of responsibilities to University; and

• all direct or indirect pecuniary interests the Financial Advisor or Proposer has in any party to a transaction with University, if the transaction is connected with any financial device or service the Financial Advisor or Proposer provides to the entity or member, in connection with the management or investment of University funds.

**2.13.2** Proposer will:

(a) disclose any relationship described in **Section 2.13.1**, without regard to whether the relationship is a direct, indirect, personal, private, commercial, or business relationship; and

(b) file no later than April 15th (for the previous calendar year period) on a form prescribed by the entity, an annual statement with the administrative head of the University and with the SAO disclosing the relationships outlined in **Section 2.13.1**. If no relationship existed during the applicable disclosure period (previous calendar year), the statement will indicate this fact affirmatively.**]**

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

If Proposer is a Corporation, then State of Incorporation:

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

RFP No.: \_\_\_\_\_\_\_

**NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under §§**[**552.021**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.021) **and** [**552.023**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.023)**, *Government Code*, individuals are entitled to receive and review such information. Under** [**§559.004, *Government Code***](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.559.htm#559.004)**, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.**

**Submitted and Certified By:**

(Proposer Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer’s Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

**SECTION 3**

**PROPOSER’S GENERAL QUESTIONNAIRE**

**NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under §§**[**552.021**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.021) **and** [**552.023**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.023)**, *Government Code*, individuals are entitled to receive and review such information. Under** [**§559.004, *Government Code***](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.559.htm#559.004)**, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.**

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

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

**3.2 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.

**3.3 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:** University

**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

Agreement

APPENDIX THREE

HUB SUBCONTRACTING PLAN