REQUEST FOR PROPOSAL

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

**for**

## Selection of a Vendor to Provide

##

#### An Integrated Electronic Health Records and Revenue Cycle Management System

#### RFP No.: 744-1826 –EHR/RCM

<https://www.uth.edu/buy/bid-list.htm>

Bid Submittal Deadline: 09/05/18 at 2 PM C.S.T.

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Prepared By: Michael D. Le, Assistant Director

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Houston, Texas 77030

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**08/02/18**

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 fifteen 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)– 6767 Bertner Avenue
* Biomedical & Behavioral Sciences Building (BBS) – 1941 East Road
* Institute of Molecular Medicine (IMM) – 1825 Pressler Street
* Harris County Psychiatric Center (HCPC) - 2800 South MacGregor Way
* 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 6,500 employees and approximately 4,500 students. As a component of the University of Texas System, UTHSC-H 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.”

UT Physicians

UT Physicians (UTP) was created in 1995 as a non-profit health corporation, incorporated in the State of Texas. It was incorporated pursuant to action taken by the University of Texas Board of Regents to provide The University of Texas Health Science Center at Houston’s (UTHealth) Medical School (Medical School) with a vehicle to provide management services to the Medical School’s faculty group practice. Since its organization, UTP has assumed responsibility for managing the majority of the clinical operations of the Medical School practice plan. Presently, there are 1232 employees at 103 sites throughout the Houston metropolitan area, including the Texas Medical Center. The FY2018 (Sept 2017-August 2018) fee-for-service revenues are budgeted to be $352 million. The Out Patient and In Patient revenues are comprised of $217 million and $135 million, respectively.

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

UT Physicians is a multi-specialty independent physician group practice, organized as a 5.01 (a) corporation under the Texas Medical Practice Act. UTP offers operational and contracting flexibility for the physicians of the Medical School. UTP has developed and will continue to operate patient care centers in the greater Houston communities. UTP negotiates general fee-for-service, case rate and carve out pricing through direct contracting with payer entities.

Profile of Clinical Operations - UTP, through its affiliation with the Medical School, provides care in the following specialties:

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| --- | --- | --- |
| DEPARTMENT | GROSS REVENUE | % |
| ADVANCED CARDIOPULMONARY THERA | $18,684,386 | 5.3% |
| ANESTHESIOLOGY | $33,761,139 | 9.6% |
| CARDIOTHORACIC/VASCULAR SURG | $8,925,466 | 2.5% |
| DERMATOLOGY | $4,537,998 | 1.3% |
| EMERGENCY MEDICINE | $14,536,733 | 4.1% |
| FAMILY PRACTICE | $16,978,944 | 4.8% |
| INTERNAL MEDICINE | $42,020,024 | 11.9% |
| NEUROLOGY | $7,869,671 | 2.2% |
| NEUROSURGERY | $251,578 | 0.1% |
| OB/GYN | $29,222,565 | 8.3% |
| ORAL MAXILLOFACIAL SURGERY | $850,250 | 0.2% |
| ORTHOPAEDIC SURGERY | $68,119,713 | 19.3% |
| OTOLARYNGOLOGY | $8,072,942 | 2.3% |
| PEDIATRIC SURGERY | $9,048,155 | 2.6% |
| PEDIATRICS | $37,874,189 | 10.8% |
| PMR DEPARTMENT | $4,712,285 | 1.3% |
| PSYCHIATRY | $5,211,207 | 1.5% |
| RADIOLOGY | $15,861,869 | 4.5% |
| SCHOOL OF NURSING | $478,906 | 0.1% |
| SURGERY | $25,198,641 | 7.2% |
| Grand Total | $352,216,662 | 100.0% |
|  |  |  |
| Out Patient (OP) | $217,493,852  | 62% |
| In Patient (IP) | $134,722,810  | 38% |

 |  |  |

The subspecialties of Medicine include: Cardiology, Critical Care, Endocrinology, Gastroenterology, General Medicine, Geriatric and Palliative Care, Hematology, Hypertension / Renal, Infectious Diseases, Medical Genetics, Oncology, Pulmonary, Rheumatology.

The subspecialties of Surgery are: General, Organ Transplant, Plastic, Trauma, Burn, Emergency General Surgery, Bariatric and Urology.

**1.2 Background and Special Circumstances**

UT Physicians operates the clinical practice plan for the Medical School at UTHealth Science Center Houston. UT Physicians operates at 103 office locations across the Greater Houston area and sees in excess of 1,200,000 visits and over 2,800,000 patient encounters across 22 clinical departments, primary care and dozens of subspecialties. Additionally, our providers deliver care at more than 30 local hospitals and dozens of outpatient procedural centers. UT Physicians is partnered with the Harris Health System (HHS) and the Memorial Hermann Healthcare System (MHHS).

UTHealth’s Harris County Psychiatric Center (“HCPC”) is a 274-bed acute care freestanding psychiatric hospital. HCPC provides inpatient psychiatric care to children and adults who meet acute psychiatric admission criteria. As a freestanding psychiatric hospital, HCPC is unable to admit patients with any number of medical issues or complications. Screening and assessment is provided to individuals who present in the hospital lobby asking for assistance. HCPC’s Sunrise EMR contains approximately 104,000 unique patients covering 203,000 visits with 8000 annual discharges. Over seventy-five percent of patients are non-resource (indigent).

HCPC performs no medical testing or medical ancillary services. The only outpatient procedure performed by HCPC is the Refractory Mood Disorders Clinic, which performs electroconvulsive therapy (ECT) for appropriate inpatients and outpatients.

The State of Texas has funded the construction of a new facility adjacent to HCPC projected to increase the number of available beds under HCPC management by 264 to 538 in total. The new facility will also be a freestanding psychiatric facility, and will provide acute, subacute, and residential psychiatric treatment. It is expected to be operational in late 2021.

Because of our on-going relationship and regular exchange of patient information with Memorial Hermann Health System (MHHS) in the metropolitan Houston market, we are seeking an Electronic Health Record (EHR) solution which will meet all the requirements of UT Physicians as well as enrich the Patient and Provider experience between both organizations. Further, it is highly desirable that the new solution be interoperable with MHHS’ Cerner Millennium EHR and various ancillary systems and modules.

**1.3 Objective of Request for Proposal**

The University of Texas Health Science Center at Houston (“University”) is soliciting proposals from qualified vendors in response to this Request for Proposal 744-R1826 EHR/RCM for selection of a Vendor/s to provide an integrated enterprise solution to replace our primary Electronic Health Record (“EHR”) and Revenue Cycle/Patient Management (“RCM”) Systems.

As an optional award, University is also requesting proposers to separately include the incremental costs to provide an integrated enterprise solution replacing the Electronic Health Record (“EHR") and Revenue Cycle/Patient Management (“RCM”) Systems for HCPC. Implementation for HCPC will commence rapidly following the UTP Project Go Live depending on resource availability of vendor and UTHealth.

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.

**Electronic Health Record System (EHR)**

The overall objective for the new EHR system is to ensure all clinical information for our patients are accurately captured and available throughout UT Physicians and HCPC(optional) as a single patient record.  Further, each and every time patients have contact with a UTP facility or provider, MHHS site, and/or MHHS affiliate, essential patient information is readily available to authorized providers, care teams and healthcare professionals in a secure manner.

As a result, UT Physicians seeks to implement a proven, state of the art, fully integrated Electronic Health Record (EHR) system that provides support for clinical, financial and research activities of the institution.

As outlined above, the optional bid will need to provide the proposed integrated, enterprise-wide EHR with RCM/PM functionality for HCPC.

UTHealth will only consider systems/solutions that are remote hosted and that operate in a highly **r**eliable, consistently progressive solution that can delivers the most responsive solution as it relates to the rapidly evolving landscape in healthcare information technology.

**Revenue Cycle Management/Patient Management System (RCM/PMS)**

UTHealth is issuing as part of this RFP to solicit proposals from qualified vendors who can provide a fully integrated Revenue Cycle Management System with the proposed EHR system above that provides billing, collection, managed care contracting, and revenue enhancement of medical patient accounts.

The Services are specifically described in **Section 5.4** (Scope of Work) of this RFP.

**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 **September 05, 2018** (**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

6410 Fannin, Suite UTPB-833

Houston, Texas 77030

Michael D. Le

michael.d.le@uth.tmc.edu

713-486-6146

Or

Eric Williams - AVP, Procurement

Eric.williams@uth.tmc.edu

713-500-4861

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 5 PM on **August 10, 2018** (**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.

**\*\*\* Proposers must provide responses to all of the Minimum Qualification questions in Section 5.4.1 which University will utilize to qualify or disqualify the proposals to be considered for this RFP. Proposals that do not provide responses to all of these Minimum Qualification questions will be disqualified \*\*\***

The criteria to be considered by UTP in evaluating proposals and selecting Contractor, will be those factors listed below:

20% Company/Fit to UT Physician Objectives - The proposer’s awareness of future directions and trends of Electronic Health Records, Revenue Cycle Management/Patient Management System as well as other related requirement fields that may be applicable to UTP. Proposer’s experience performing the requested services for other similar, complex academic institutions. The respondent’s demonstrated competence, experience, and knowledge of EHR, RCM/PMS is an essential requirement. Other factors to be evaluated will include:

* Vendor’s size, stability, financial strength, leadership, research and development, and product lifecycle
* Support for Continuity of Care across all UT Physician Delivery sites
* Demonstrated commitment to EHR/RCM/PMS Market
* UT Physician and Vendor Collaboration

20% Implementation and Operation Plan - The soundness of the respondent’s approach to EHR and RCM/PMS. Respondent’s experience performing the requested services for other complex institutions. Other factors to be evaluated will include:

* Vendor delivery and maintenance approach and past performance with other similar healthcare organizations.
* Recommended UT Physicians project requirements, such as organizational structure, resource requirements, additional project costs
* Delivery and support for training, adoption and on-going support/enhancements
* Support for UT Physicians Change Management initiatives, including increasing more standardized processes and workflows across all venues of care and administrative functions.
* Support for developing and maintaining a highly disciplined and on-going Content Management and Governance Model.

20% Cost - Evaluation in this category will be based on the total cost to UTP for the scope of work outlined in this RFP. Proposals will be ‘normalized’ to a common scope of work for evaluation purposes. Respondents providing the best cost, value and discount will be scored higher in this category. Next ranked respondents will be rated accordingly. UTP specifically notes and re-emphasizes that the total cost to UTP – including all applicable implementation, transition, consulting, cash flow disruption and related costs – will be included in this criteria, to the extent possible. Other factors to be evaluated will include:

* Total Cost of Ownership (TCO) will consider contract structure, capital mitigation, financing and sourcing total solution, including software, hardware, resources and services
* All one-time and recurring or on-going Costs
* Additional requirements and/or recommendations for other categories of cost, such as Third party software, interfaces, clinical content, subscriptions, etc.

40% Proposal’s Requirements – Proposer’s responses to the RFP requirements per Section 5. In addition to these requirements, other factors to be evaluated in this category will include:

* Essential EMR/RCM/PMS functions, which support and optimize integrated clinical, revenue cycle operations and patient access workflows
* Status of EMR Certification(s)
* HIMSS EMR Adoption Levels, e.g. Stage 6 and 7, Achievements
* Support for UT Physician Population Health, Analytics and Business Intelligence (BI) Initiatives
* System Interoperability, including degree of compatibility and record sharing with primary hospital partner MHHS.
* EHR/RCM/PMS technology platform’s overall performance, stability, security and scalability.
* Hardware, operating system, networking, database management, storage, etc.
* Remote Hosted solution, including all SLA, performance metrics, regular upgrades, hot fix/patching, and ongoing support, etc.
* System Architecture and related technical standards, network impact, and integration with existing or legacy applications, including external connectivity to national exchanges and registries.

**2.4 Key Events Schedule**

|  |  |
| --- | --- |
| Request for Proposals issued | 08/02/18 |
| Pre-proposal conferenceCall-in Conference Call \* | 08/08/18 10 a.m.-12 p.m. |
| Deadline for submitting questions | 08/10/18 5 p.m. CST |
| Proposals due | 09/05/18 2 p.m. CST |
| Vendor Shortlist Selection | 09/21/18 |
| Vendor Demonstrations | 10/08/18 – 10/10/18 |
| Final Vendor Evaluation and Selection | 10/23/18 |
| Vendor/s Negotiations | 10/31/18 – 11/15/18 |
| Contract Execution  | 01/15/19 |
| Project Initiation | 01/21/19 or 03/09/19 |

**\* Interested proposers must contact University personnel below to obtain the number and passcode for the Pre-proposal Call-in Conference Call:**

Michael D. Le Michael.d.le@uth.tmc.edu 713-486-6146

Eric Williams Eric.Williams@uth.tmc.edu 713-500-4861

<https://www.uth.edu/buy/bid-list.htm>

**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%24ext.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*

*HUB & Small Business Program Manager*

*Phone: (713) 500-4862*

*Email:* *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 copies of Proposer’s HSP.**

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.

**Note**: The requirement that Proposer provide the HSP under this **Section 2.5.4** is separate from and does not affect Proposer’s obligation to provide University with the number of copies of its proposal specified in **Section 3.1**.

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 call at 10 a.m. – 12 p.m., Central Time on August 08, 2018. The pre‑proposal conference will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP.

**SECTION 3**

**SUBMISSION OF PROPOSAL**

**3.1 Number of Copies**

Proposer must submit (a) twenty five (25) 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

6410 Fannin, Suite UTPB-833

Houston, Texas 77030

Attn: Michael D. Le

**3.3 Proposal Validity Period**

Each proposal must state that it will remain valid for University’s acceptance for a minimum of One Hundred Eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

**3.4 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 5.4**)

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.

NOTE: The selected Proposer will be required to complete the Electronic and Information Resources Environment Specifications and Security Characteristics and Functionality of Contractor’s Information Resources documents, which will be incorporated into the Agreement.

**SECTION 5**

**SPECIFICATIONS AND ADDITIONAL QUESTIONS**

**5.1 General**

**UT Physicians**

Currently UTP has more than 1232 employees at 103 sites throughout the Houston metropolitan area, including the Texas Medical Center. None of these are faculty/clinicians/providers, as virtually all providers are employed by UTHealth. Current provisioned user count for the EHR/RCM/PMS is just over 4400, which includes all practitioners. Our EHR observed concurrent user load has a watermark of approximately 2300. There are an estimated 60 or fewer physicians and extenders on other EHR systems and we have another subset of approximately 150 clinicians that do not currently utilize an EHR and keep paper-based records.

CLINICAL OPERATIONS SUMMARY

UTP currently uses the Allscripts Touchworks EHR for the majority of our clinics. There is a lesser amount of clinics on other EMR solutions as a result of recent acquisitions (GE Centricity Practice Management EHR, eClinical Works, etc.). In the current fiscal year to date (FY 18 Sep-Mar) UTP has over 2.8 million billed encounters. In the last seven (7) years, UTP has managed the health care of approximately 1.4 million lives.

BILLING OPERATIONS SUMMARY

UTP currently uses the GE Centricity Business (GECB) System for all practice management information and billing tasks. UTP has outsourced the billing Practice plan revenues for the past 10 years. The Physician business services group (PBS) provides insurance billing, payment posting, other billing, customer service and collections in a centralized office. UTP plans to consider alternatives to this billing method. The FY2018 (Sept 2017-August 2018) fee-for-service revenues are budgeted to be $352 million. The Out Patient and In Patient revenues are comprised of $217 million and $135 million, respectively.

Below is the patient payer mix of the practice.

Patient Mix for Group 4:

|  |
| --- |
| MSRDP-General and HHS Gross Charges and Net Collections by FSC - **Group 4** |
| FY 2018 (through May) |
| **FY2018 (through MAY)** |
| **HHS** | Charges | % of Charges | Net Revenue | % of Net Revenue |
| INDEMNITY | $320,756 | 0.2% | $12,532 | 0.1% |
| MANAGED CARE | $12,023,779 | 6.1% | $3,042,424 | 20.8% |
| MEDICAID | $30,080,361 | 15.3% | $7,310,135 | 50.0% |
| MEDICARE | $16,376,865 | 8.4% | $3,740,009 | 25.6% |
| OTHER | $4,397,962 | 2.2% | $126,072 | 0.9% |
| SELF-PAY | $43,228,282 | 22.0% | $382,938 | 2.6% |
| INDIGENT | $89,626,116 | 45.7% | $4,998 | 0.0% |
| GRAND TOTAL | $196,054,121 | 100.0% | $14,619,109 | 100.0% |
|  |  |  |  |  |
| NET COLLECTIONS/GROSS CHARGES % |  | 7.5% |  |
|  |  |  |  |  |
| **FY2018 (through MAY)** |
| **MSRDP**  | Charges | % of Charges | Net Revenue | % of Net Revenue |
| INDEMNITY | $6,752,168 | 0.7% | $3,485,488 | 1.4% |
| MANAGED CARE | $372,138,211 | 40.3% | $120,478,743 | 48.3% |
| MEDICAID | $152,527,385 | 16.5% | $41,584,592 | 16.7% |
| MEDICARE | $273,068,173 | 29.6% | $56,023,855 | 22.5% |
| OTHER | $46,593,132 | 5.0% | $9,358,139 | 3.8% |
| SELF-PAY | $68,345,638 | 7.4% | $18,600,519 | 7.5% |
| INDIGENT | $4,164,720 | 0.5% | $12,051 | 0.0% |
| GRAND TOTAL | $923,589,427 | 100.0% | $249,543,388 | 100.0% |
|  |  |  |  |  |
| NET COLLECTIONS/GROSS CHARGES % |  | 27.0% |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **FY2018 (through MAY)** |
| **HHS + MSRDP**  | Charges | % of Charges | Net Revenue | % of Net Revenue |
| INDEMNITY | $7,072,924 | 0.8% | $3,498,020 | 1.4% |
| MANAGED CARE | $384,161,990 | 41.6% | $123,521,167 | 49.5% |
| MEDICAID | $182,607,746 | 19.8% | $48,894,728 | 19.6% |
| MEDICARE | $289,445,038 | 31.3% | $59,763,864 | 23.9% |
| OTHER | $50,991,094 | 5.5% | $9,484,211 | 3.8% |
| SELF-PAY | $111,573,920 | 12.1% | $18,983,457 | 7.6% |
| INDIGENT | $93,790,836 | 10.2% | $17,049 | 0.0% |
| GRAND TOTAL | $1,119,643,548 | 121.2% | $264,162,496 | 105.9% |
|  |  |  |  |  |
| NET COLLECTIONS/GROSS CHARGES % |  | 23.6% |  |

Note: Practice Plan financials are two specific areas which are rolled up into one financial reporting package.

* Harris Health Solutions (HHS)- Hospital District services provided at the Lyndon Baines Johnson Hospital (LBJ) and community based clinics
* Medical School Research and Development Plan (MSRDP) General- all other Texas Medical Center and community based patient services
* Combined- HHS and MSRDP General (Total)

Current Platforms:

The Practice Plan Providers predominantly uses Allscripts Touchworks for their EHR in UTP ambulatory locations, Cerner Millennium (at Memorial Hermann system hospitals) and/or EPIC (at Harris Health county locations). *MYUTP (FollowMyHealth a division of Allscripts Healthcare Solutions)* patient portal has been implemented for its clinical IT solutions. UTP uses GECB/IDX as the revenue cycle/practice management system and contracts/outsources for blended A/R follow-up services

HCPC currently uses the Allscripts Sunrise Clinical Manager EMR with Cerner (formerly Siemens) Invision for patient management/registration and patient accounting/facility charges. Professional fees are managed in GE Centricity system at UTP. .

HCPC’s scope of practice encompasses acute and chronic psychiatric care in an inpatient setting. Its services do NOT include in-house surgical, laboratory, radiologic or complex medical care. HCPC has a simple formulary of approximately 400 medicines. On an outpatient basis, HCPC has a Refractory Mood Disorders Clinic offering electro-convulsive therapy and Ketamine treatments. No other procedures are performed at the facility. All complex medical or surgical needs are referred out to a full medical/surgical hospital.

**5.2 Scope of Work**

UT Physicians is evaluating proposals that provide a solution that emphasize a highly integrated system with primary focus on interoperable workflows and seamless interoperable data sharingto achieve optimum clinical experience, productivity and patient safety across the instances of the proposed solution and MHHS instance of the Cerner Environment. These workflows should include a focus on the interoperability with our partner MHHS. The proposal should include the detailed components outlined in section 5.4.

Additionally, we will consider in the in this bid proposals that may address integrated solutions for imaging systems (i.e. Radiology, ultrasound, documents, etc.)

The proposal must include the detailed components outlined for the EHR solution as well as a highly integrated end-to-end physician revenue cycle solution including (**a**) patient registration, (**b**) coding, (**c**) claim submission and tracking, (**d**) EOB/ERA, (**e**) patient collections, (**f**) payment posting, (**g**) accounts receivable management and denials (including requests for additional information (RAIs), (**h**) refunds, (**i**) table maintenance,(**j**) optionally credentialing, and (k) overall, ongoing quality improvement and assessment of the revenue cycle.

The list below includes applications currently implemented in the UT Physician environment for the overall EHR solution.

|  |  |  |  |
| --- | --- | --- | --- |
| **Application** |  | **Functionality Provided** | **Vendor** |
| Allscripts Touchworks | Notes, Clinical Documentation, CPOE, Results, Vitals, Flow sheets, RX, Charge, Alerting, Careguides, LMRP Database, Dictate module, CCI, Clinical Decision Support, Reminders, call processing, tasking | Allscripts |
| WAND | Tablet solution for clinical staff | Allscripts |
| Analytics | Data warehouse and Analytics Tool | Allscripts |
| OB Module | Prenatal Module  | Allscripts |
| Surescripts | Electronic Clearinghouse for e-prescribing and source for pharmacy dictionary in Allscripts, Formulary data and Drug Plan Eligibility checking.  | Pass-through from Allscripts |
| Jardogs/FMH | Patient Portal Solution | Allscripts |
| Allscripts Research Network | MU Reporting  | Allscripts |
| IMO | Medical Vocabularies/content | AHS Pass through |
| MEDCIN | Standardized medical terminology | AHS Pass through |
| Touch Chart | Scanning Solution | Allscripts |
| Dragon | Interfaced Dictation transcription (NLP) | Nuance (pass through) |
| Welch Allyn and Midmark | Vitals device integration | AHS Pass through |
| eClinical Works | Ambulatory EHR for some acquired practices | eClinical Works |
| GE Centricity Practice System (CPS) – 2 instances | Only utilize the EHR portion of this installation | GE |
| Viewpoint | OB imaging solution for Ultrasounds | GE |
| Xcelera | Cardiology imaging solution | Phillips |
| Xceleris | Nuclear Camera Solution | GE |
| Fuji RIS/PACS | UT Health RIS and PACS | FUJI |
| Aycan PACS | Subspecialty PACS | Aycan |
| Medstrat | PACS | Medstrat |
| DScope  | Otorhinolaryngology Imaging system | MD Dev |
| Mirror | Specialized Otorhinolaryngology Imaging system | Mirror |
| Remedy | Bariatric EHR | Remedy MD |
| Bariatric 360 | Bariatric EHR | Bariatric 360 |
| Paceart |  Pacemaker system | Medtronics |
| Traumacad | Surgical plan/templating solution | Brainlab |
| GE PACS | PACS | GE |
| Orthoflow | Image Viewer | Brainlab |
| DEXA | Bone Density Scanner | GE |
| NOAH |  Hearing Evaluation Software | NOAH |
| AP Easy | Anatomic Pathology Solution | AP Easy |

The list below includes applications currently implemented in the UT Physician environment for our Revenue Cycle and Patient Management systems and are part of the optional bid for an enterprise solution.

|  |  |  |  |
| --- | --- | --- | --- |
| **Application** |  | **Functionality Provided** | **Vendor** |
| GE Centricity/IDX | Billing and Accounts Receivable (BAR) | GE |
| GE Centricity/IDX | Enterprise Wide Scheduling (EWS) | GE |
| GE Centricity/IDX | Transaction Editing System (TES) | GE |
| GE Centricity/IDX | Enterprise Task Management (ETM) | GE |
| GE Centricity/IDX | eCommerce (Emdeon/Availity clearinghouse) | GE |
| GE Centricity/IDX | Anesthesia Billing Module | GE |
| GE Centricity/IDX | Eligibility | GE |
| GE Centricity/IDX | Encounter Form Generator (EFG) | GE |
| GE Centricity/IDX | Payer Contract Module (PCM) | GE |
| GE Centricity/IDX | Enterprise Index (EI) | GE |
| GE Centricity/IDX | MPI | GE |
| GE Centricity/IDX | EDM | GE |
| ClaimsManager | Transaction scrubber for professional charges | Optuminsight (Ingenix) |
| Informatics | Data Warehouse , Analytics, Dashboards | GE/PBI Origins |

The list below includes applications currently implemented at HCPC

|  |  |  |  |
| --- | --- | --- | --- |
| **Application** |  | **Functionality Provided** | **Vendor** |
| Allscripts Sunrise Clinical Manager | Clinical Documentation (structured notes, free text and flowsheets), CPOE, Results, Home Medications, Prescriptions, Alerts, eMAR, Diagnosis, Significant Events, Allergies/Intolerances | Allscripts |
| Invision | Patient Management (Admissions, Discharges, Transfers)Patient AccountingDocument Imaging | Cerner (formerly Siemens) |
| Analytics | Access Databases, Excel automated reports | Allscripts |
| Documentum (Webtop 6.8.1) | Scanning Solution | EMC Corporation |
| Welch Allyn Vital Signs machines and Roche Glucometer | Vitals devices – not currently integrated |  |
| Medics | Pharmacy system current (no order interface) | HCS  |
| Ascend |  Pharmacy system to be installed in Fall of 2018 (includes plans for bi-directional order interface) | Mediware |
| MedDispense |  Pharmacy medication administration carts | TouchPoint Medical |
|  SoftMed |  Chart Audit system (ADT interface from Invision) | 3M |
| Webforms |  Patient Care Variances, Fall Variances,  Medication errors/Adverse Drug Reactions, Physician Peer Reviews | UT Intranet/Webforms  |

**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.

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*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.908)) and [1 TAC §§46.1 through 46.5](https://www.ethics.state.tx.us/rules/adopted_Nov_2015.html#Ch46.1)) 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 set forth in **APPENDIX SIX**.*Proposer may learn more about these disclosure requirements, including applicable exceptions and use of the TEC electronic filing system, by reviewing* [§2252.908, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.908)*, and information on the TEC website at* <https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html>. **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.**

* + 1. In its proposal, Proposer must indicate whether it will consent to include in the Agreement the “Access by Individuals with Disabilities” language that is set forth in **APPENDIX 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.
	1. **Additional Questions Specific to this RFP**

**5.4.1 Minimum Qualification Questions:**

**Proposers must provide responses to all of these Minimum Qualification questions below which University will utilize to qualify or disqualify the proposals to be considered for this RFP. Proposals that do not provide responses to all of these Minimum Qualification questions will be disqualified.**

**5.4.1.1** Do you have more than one large academic multispecialty groups actively using your single vendor fully integrated EHR and Practice Management System/Revenue Cycle system? Please provide details as to the client list and references.

**5.4.1.2** Do you have multiple client organizations actively participating in a Personal Health Product like Apple or similar platform? Please provide details as to the client list.

**5.4.1.3** Do you have any active clients that have 500 or more practicing physicians in the Ambulatory setting actively using a single instance of EHR/RCM/PM? Please provide details as to the client list and references.

**5.4.1.4** Do you have 5 vendor hosted clients with a typical concurrent user volume over 2300? Please provide details as to the client list and references.

**5.4.1.5** Do you currently work with APIs that meet MU3/CEHRT rules with a consistent schema as specified in the HL7/FHIR Argonaut implementation guide? Please provide details as to the client list and references.

**5.4.2 The following questions will be used to score your RFP response if you meet the above minimum qualifications. Please respond as clearly as possible to each question.**

**Company/Fit to U.T. Physicians Objectives**

**5.4.2.1 Company/Fit to U.T. Physicians objectives**

* Provide current client list (including key volume and scale statistics).
* Provide patient volumes and billing activity of institutions of similar size and complexity where your proposed solution is implemented.
* Provide references from both high performing and average performing clients.
* Provide company profiles, financial statements.
* Provide top five executives resumes.
* Provide detailed analysis of similar client’s performance pre and post transition to proposed solution.

 **Implementation and Operation Plan**

**5.4.2.2 Implementation and Operation Plan**

* Provide an example detailed implementation project plan for a recent project of similar size and complexity. The plan should identify activities or tasks, dependencies, duration, level of effort in hours, skill level required to complete the activity or task and whether the vendor, third party or the customer is responsible for completing the activity or task. It is not necessary to identify the customer.
* Provide a proposed implementation team organization chart for this project identifying all parties necessary to have a successful implementation including individuals, committees, teams, task forces, etc..
* Provide a proposed detailed implementation plan for this project. The implementation plan must identify major activities or tasks, required skill levels, responsible party (vendor, third party or customer), level of effort in hours and duration. The implementation plan must include Training & Communication and Technical Support & Maintenance services.

Document all assumptions made in developing the implementation plan.

* Describe your company's delivery and support for training, adoption and on-going support/enhancements
* Describe your support for UT Physicians Change Management initiatives, including increasing more standardized processes and workflows across all venues of care and administrative functions.
* Please detail your recommendation for developing and maintaining a highly disciplined and on-going Content Management and Governance Model.

 **Proposal’s Requirements**

**5.4.2.3Technical Environment Questions:**

* Provide a copy of your proposed service level agreement (SLA) for your hosting services. It should include performance guarantees, planned and unplanned outage handling, escalation procedures, etc.
* Do you own or outsource your hosting service? If it is outsourced, who with?
* Can UT place equipment and/or software in your hosted services data center to monitor system and network performance?
* Describe in detail your requirements and configuration for all equipment and software that must be located on our site including, but not limited to:
	+ Networking on campus and connecting UT to your hosting site,
	+ Clinic sites including PC’s, tablets, scanners, printers and other supported devices,
	+ Datacenter, or central, equipment/software necessary to interface with your hosting service or other sites or services external to UT.
* List the frequency of releases, upgrades/updates and hotfixes for the last four years. Describe the process from planning through implementation. What role does the customer play?

**5.4.2.4 Application Management/Updates/Support**

* Please detail how the client participation in pre-testing of upgrades/patching/hot fix deployments works in your hosted model.
* What is the support structure for your hosted application? (Tiered support based on the complexity of the problem? 24/7 Hours of support? Escalation procedure? Location of support staff? Toll free hotline? What is the average response time and turn-around time on reported issues/support tickets? If there is afterhours support, what is the afterhours response time?
* If we were to stop using your hosted solution and move to a different solution, what is the process to get our patient data migrated into the new solution
* Are there administrative logs that record who makes changes to configuration and system preferences and records what was changed? Does it record the previous value from before the change? How long are those records kept? (this is aimed at administrative system changes, not PHI/patient chart changes as that is already assumed)
* Are there tiered levels of administrative accounts for your clients to manage/support the application (i.e. system admins, help desk, DBA)?
* How are outages/issues communicated when there are problems with any pieces outside of our network, like e-prescribing and renewal notifications? How soon after the outage begins are notifications typically sent out?

**5.4.2.5 IT Security and Infrastructure**

* Will you accept the UTHealth/UTP BAA, which includes language that places monetary burden with the BA in the event UTHealth/UTP data is breached while in the custody of the BA? See the attached.
* Have you conducted, and will you continue to conduct, an annual SSAE 16 SOC 2 review (or a comparable independent security review such as HITRUST certification), provide the results to UTHealth/UTP, and remediate risky findings within a reasonable time, not exceed six months?
* What is your patching cadence for Internet facing systems?
* When were you last breached and how? What are you doing to prevent similar security breaches from happening again?
* What percentage of the IT budget is allocated to Security?
* To what position does the CISO – or highest-ranking information security official – report in your organization? Please provide the bio of your CISO – or highest-ranking information security official.
* Will you contractually commit to provide UTHealth/UTP with a digital copy of our data in your possession within 30 days from when we request it?
* Will you contractually commit to host the UTHealth/UTP systems in a geo-diverse disaster-recovery ready environment that would withstand the loss of an entire data center? What will our RTO be in this case (data center loss)?

**5.4.2.6 Interfaces/HIE/Interoperability**

* Describe your ability to interface your product with ancillary vendors, including other EMRs, document management, lab, pathology, radiology systems.
* How does your systems support direct messaging? What is the cost, what does the workflow look like?
* How do you handle/process interface errors, and do you have levels of errors that are addressed differently?
* Describe how you interface with HIE vendors and how do you integrate the data/content discretely into the clinical workflow.
* Have you interfaced directly with a Cerner instance at another site directly or through the Cerner HUB/HIE?

**5.4.2.7 Data Management/Analytics/Reporting**

* Describe your strategy for clinical and revenue cycle data analytics and reporting especially with respect to Population Health Management clinical data analytics.
* Do you provide complete documentation and a data dictionary of your database schema?
* Does your application use a specific analytics tool, if so please describe the tool and the underlying architecture and support? Can utilize third party tools i.e. Tableau
* Are the core components of the reporting environment customizable and extensible from a data model, ETL, and BI perspective? If yes, please explain the extensibility features and what is required to add/edit attributes/metrics/reports, and do you support code-generation?
* What standard reports are provided? Please provide list
* Ability to schedule user and/or repetitive production reports and send via email, please describe your solution for your "push" and or automation functionality.

**5.4.2.8 License Metrics/Role-based Licensure**

* Describe how your system handles working with "learners" and in an academic situation.
* Describe how your system handles supervisory roles with an academic institution.
* Does the licensing differ between MD, Fellow, Resident mid-level providers and other users?

**5.4.2.9 Operational tasks/worklists/Functionality**

* Please describe how your system manages tasks outside of the clinical workflow such as messaging, RX refills, etc. and the tools provided for worklist management in general.
* How do tasks and worklist function in an on call or proxy situation?
* How does the system aid clinicians to ensure that all of the CMS and billing documentation requirements are met?
* Does the system support closed loop automation workflow for critical, significant findings and unexpected results notification with a complete audit trail?
* Flag variances to provider and supervisor from standards of practice, including incomplete or inappropriately structured information.
* Provides goals to quantify progress and represents them in graph or other presentational format
* Based on diagnosis and treatment plan, provides context-sensitive template for capturing and documenting progress notes that reflect specific outcomes relative to client goals.
* Drug to drug alerts for compound drugs
* Dosage calculator for Pediatrics (alerting for variables outside normal growth parameters) Rate of change on vitals outside normal
* Does the system have the ability to record and track the progress of a potential new patient through numerous points in the referral process including medical and financial clearance prior to scheduling an appointment?
* Describe how your system handles restrictions placed on orders that do not follow protocol.

**5.4.2.10 Meaningful Use**

* Please describe your strategy for upcoming quality requirements like ACO, MACRA, AUC, PCMH, etc.

**5.4.2.11 Behavioral Health**

* Does system provide a fully integrated inpatient and outpatient EMR, Pharmacy, Medication Administration Carts, Patient Registration, Patient Accounting, Medical Records release of information, scanning, patient portal, and signature capture for behavioral health single specialty facility?
* Does system allow for custom alerts and custom reports designed to support unique behavioral health treatment needs and documentation/billing requirements and governmental data requests?
* How does system store, display and allow easy analysis of pre-admit activities even for patients not ultimately admitted? (i.e. wait times, referral status, referral source, chief complaint, etc.)

**5.4.2.12 Revenue Cycle Behavioral Health**

* Can the system consolidate all of a patient’s outstanding balances, including facility and professional, into a single statement?

**5.4.2.13 Registration - Describe and provide detailed samples to demonstrate the following:**

* Register/create patients in multiple fashions (manual/interface)
* Ability to process eligibility both real-time and batch
* Ability to work eligibility variances within the system

**5.4.2.14 Scheduling - Describe and provide detailed samples to demonstrate the following:**

* Guided scheduling - based on appointment type/diagnosis/provider etc.
* Management of referrals across PM and EHR
* Co-Pay collection notification and visit cost estimator
* Visibility of benefits via scheduling

**5.4.2.15 Charge Entry & Coding - Describe and provide detailed samples to demonstrate the following:**

* Charges from the EHR into the PM are they (rule based i.e. signed & audited or auto released)
* Reconciliation tools for missing charges
* Authorization tracking
* Method of charge scrubbing i.e. third party “Ingenix” or internal

**5.4.2.16 A/R Following - Describe and provide detailed samples to demonstrate the following:**

* Tracking of various payment, credits and recoupments
* Manage payment plans internally or via third party
* Monitor write-offs and refunds
* Integration with banking i.e. lockbox & image scanning
* Work queues or assigned views for follow up on accounts
* Budget plans with reoccurring payment options

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

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

 (Proposer Name)

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

**RFP No.:** 744-1826-1826 EHR RCM

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 four (4) years with the initial term of the Agreement proposed to begin on January 01, 2019, and proposed to expire on December 31, 2023. University may elect to renew the Agreement for up to two (2) additional three (3) year terms.

**6.2 Pricing for Services Offered**

 **INTEGRATED EHR AND RCM SYSTEM FOR UT PHYSICIANS**

Software License Fee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4500 current users with 2300 concurrent users

Plus additional 200 future users

Implementation Cost - $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Implementation services up to

System Go-Live as defined in the

Implementation Plan proposed and

must include Training & Communication

and Technical Support &

Maintenance services

Hosting Fees – If separate from $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Software License Fee

Total Maximum Estimated $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Travel & Expenses

Total Initial Year Costs $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annual Maintenance Cost $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

After Initial Year (Years 2-5)

Annual Hosting Fee if separate $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please provide detailed costing information for the items listed below, as well as any other costs associated with the implementation and ongoing upgrades/maintenance in the space below.

Upgrades $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional User Licenses $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Other (Describe and cost below) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OPTIONAL AWARD**

**GO LIVE SUPPORT AND TRAINING SERVICES**

The total duration period for at the elbow Go Live Support and Training Services shall not exceed thirty (30) days. For Go Live Support and Training services, please provide proposed resources, number of resources by role, quantity by role, billing rates per hour, task descriptions, duration by role and estimated maximum hours. Compensation for the Go Live Support and Training services will be on a time and material basis.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Resource Type | Quantity | Billing Rate/Hr. | Task Description | Maximum Estimated Hours |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**OPTIONAL AWARD**

**INTEGRATED EHR AND RCM SYSTEM FOR HCPC**

Implementation for HCPC will commence rapidly following UTP Project Go Live and depending on resource availability.

Software License Fee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1125 current users with 200 concurrent users

Plus additional 200 future users (10% estimated overlap with primary bid user counts)

Implementation Cost - $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Implementation services up to

System Go-Live as defined in the

Implementation Plan proposed and

must include Training & Communication

and Technical Support &

Maintenance services

Hosting Fees – If separate from $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Software License Fee

Total Maximum Estimated $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Travel & Expenses

Total Initial Year Costs $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annual Maintenance Cost $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

After Initial Year (Years 2-5)

Annual Hosting Fee if separate $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please provide detailed costing information for the items listed below, as well as any other costs associated with the implementation and ongoing upgrades/maintenance in the space below.

Upgrades $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional User Licenses $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Other (Describe and cost below) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OPTIONAL AWARD**

**POST GO LIVE SUPPORT AND TRAINING SERVICES**

The total duration period for Post Go Live Support and Training Services shall not exceed thirty (30) days. For Post Go Live Support and Training services, please provide proposed resources, quantity, billing rates per hour, task descriptions, and estimated maximum hours. Compensation for the Post Go Live Support and Training services will be on a time and material basis.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Resource Type | Quantity | Billing Rate/Hr. | Task Description | Maximum Estimated Hours |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**[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%24ext.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%24ext.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 2270, *Texas Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2270.v2.htm), Proposer certifies it (1) does not currently boycott Israel; and (2) will not boycott Israel 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 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%24ext.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 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)

(Email Address)

**SECTION 3**

**PROPOSER’S GENERAL QUESTIONNAIRE**

**NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under §§**[**552.021**](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.

**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

sample Agreement (Attached)

APPENDIX THREE

HUB SUBCONTRACTING PLAN (Attached)

APPENDIX FOUR

CAMPUS MAP - Excluded

APPENDIX FIVE

**ACCESS BY INDIVIDUALS WITH DISABILITIES**

Contractor represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Contractor provides to University under this Agreement (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](http://texreg.sos.state.tx.us/public/readtac%24ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=213)*,* and [1 TAC §206.70](http://texreg.sos.state.tx.us/public/readtac%24ext.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) (ref. [Subchapter M, Chapter 2054, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2054.htm#M).) To the extent Contractor becomes aware that 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 EIRs satisfy the EIR Accessibility Warranty or (2) replace 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 the performance of accessibility testing conducted by University or University’s third party testing resources as required by [1 TAC §213.38(g)](http://texreg.sos.state.tx.us/public/readtac%24ext.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).

**APPENDIX SIX**

**CERTIFICATE OF INTERESTED PARTIES**

**(Texas Ethics Commission Form 1295)**

This is a sample Texas Ethics Commission’s FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. If not exempt under [Section 2252.908(c), *Government Code*,](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.908) Contractor must use the Texas Ethics Commission electronic filing web page (at <https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html>) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University. **The Certificate of Interested Parties will be submitted only by Contractor to University with the signed Agreement.**

