REQUEST FOR PROPOSAL

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

Employee Assistance Program (EAP)

#### RFP No. 744-R1417 - WorkLife Services

Bid and HUB Subcontracting Plan Submittal Deadline: May 29, 2014, 11:00 AM

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Prepared By:

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April 29, 2014

Request for PROPOSAL

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**APPENDIX ONE: PROPOSAL REQUIREMENTS**

**APPENDIX TWO: SAMPLE AGREEMENT (separate attachment)**

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**APPENDIX FOUR: (intentionally deleted)**

**APPENDIX FIVE: ACCESS BY INDIVIDUALS WITH DISABILITIES**

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##### SECTION 1

**INTRODUCTION**

* 1. **Description of University**

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

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

UTHSC-H combines biomedical sciences, behavioral sciences, and the humanities to provide interdisciplinary activities essential to the definition of modern academic health science education. UTHSC-H 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. UTHSC-H 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 4,500 employees and approximately 3,600 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.”

**1.2 Background and Special Circumstances**

The University of Texas Employee Assistance Program (UTEAP) is affiliated with the University of Texas Health Science Center at Houston, and provides counseling and WorkLife (WL) services to its 12,000 faculty, staff, students and their families. UTEAP also serves as a regional southwestern Employee Assistance Program (EAP), covering Texas and several adjoining states and offering services to approximately 50 companies and their dependents, totaling approximately 70,000 clients. In order to compete in today’s very competitive EAP market, UTEAP needs to leverage technology (e.g. telephonic and internet based platforms) to compete with the larger national providers in offering cutting edge services to our clients.

Research shows that companies who provide additional services to meet the needs of multi-generational families, such as child and elder care services, as well as legal and financial resources, have less absenteeism in their workforce and their employees generally are more productive. It is estimated that approximately 50% of the workforce will be involved with the care of an elderly loved one in the next five years. Therefore, dependent care resources need to be nationwide all across the U.S.

Often times the need to assist a family member happens suddenly and without notice, so 24/7/365 access to this information via the phone or the internet can greatly reduce the amount of time away from the office for an employee, and, upon returning to work after helping a loved one, help the employee keep their focus on business—thus reducing absenteeism.

Due to the stagnant economy, more people find themselves experiencing financial difficulties such as credit card debt or ballooning mortgage payments, which can quickly develop into legal issues. Having immediate access to financial and legal professionals for consultation can be very beneficial to clients. Also, identity theft is becoming an ever increasing problem as more and more personal information is transferred and stored electronically. Immediate access to these professional services can be of great significance.

**1.3 Objective of this Request for Proposal**

On behalf of UTEAP, The University of Texas Health Science Center at Houston (“**University**”) is soliciting proposals from qualified vendors in response to Request for Proposal No. 744-R1417 (this “**RFP**”) for selection of a vendor to provide (1) coordinated backup and crisis phone services, and (2) a full-range of WorkLife services (the “**Services**”), which are more specifically described in the Scope of Work (**Section 5.3** of this RFP.)

**1.4 Group Purchase Authority**

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System ("UT System"), which is comprised of nine academic and six health universities 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 could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

**SECTION 2**

**NOTICE TO PROPOSER**

**2.1 Submittal Deadline**

University will accept proposals submitted in response to this RFP until **11:00 AM, Central Prevailing Time on May, 29, 2014** (the “**Submittal Deadline**”).

**2.2 University Contact Person**

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

The University of Texas Health Science Center at Houston

Procurement Services

**Attention: LaChandra Wilson**

1851 Crosspoint, OCB1.160

Houston, Texas 77054

Email: LaChandra.Wilson@uth.tmc.edu

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to University Contact. **University Contact must receive all Proposers’ questions or concerns no later than May 15, 2014.** University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

**2.3 Criteria for Selection**

The successful Proposer, if any, selected by University in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to University. The successful Proposer is referred to as the “**Contractor**.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) services to University, (2) total overall cost to University, and (3) project management expertise. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to University in a contract for the Services.

An evaluation team from University will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. University may give consideration to additional information if University deems such information relevant.

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

* + 1. Threshold Criteria Not Scored

2.3.1.1 Ability of University to comply with laws regarding Historically

Underutilized Businesses; and

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

* + 1. Scored Criteria

2.3.2.1 **40% Pricing** (cost of goods and services);

2.3.2.2 **40% Qualifications** (extent to which the goods or services

meet the University's needs); and

2.3.2.3 **20% Experience** (level of experience in providing the goods or

services)

**2.4 Key Events Schedule**

Issuance of RFP April 28, 2014

Pre-Proposal Conference May 7, 2014, 9:00 AM CST

(ref. **Section 2.6** of this RFP)

Questions/Concerns Deadline May 15, 2014, 11:00 AM CST

(ref. **Section 2.2** of this RFP)

Submittal Deadline May 29, 2014, 11:00 AM CST

(ref. **Section 2.1** of this RFP)

HSP Submittal Deadline May 29, 2014, 11:00 AM CST

(ref. **Section 2.1** of this RFP)

**2.5 Historically Underutilized Businesses**

2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “**HUB**”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any of the Services, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this Section 2.5 will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by 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 Title 34, *Texas Administrative Code*, Section 20.13 (a), and has determined that subcontracting opportunities are probable under this RFP.

2.5.3 A HUB Subcontracting Plan (“**HSP**”) is required as part of Proposer’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses attached as **APPENDIX THREE** and incorporated for all purposes.

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 do so will be considered non-responsive to this RFP in accordance with Section 2161.252, Government Code.

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

2.5.4 Proposer must submit two (2) originals of the HSP to University at the same time it submits its proposal to University (ref. **Section 3.2** of this RFP.) The two (2) originals of the HSP must be submitted under separate cover and in a separate envelope (the “HSP Envelope”). Proposer must ensure that the top outside surface of its HSP Envelope clearly shows and makes visible:

2.5.4.1 the RFP No. (ref. **Section 1.3** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP), both located in the lower left hand corner of the top surface of the envelope,

2.5.4.2 the name and the return address of the Proposer, and

2.5.4.3 the 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 will be rejected by University and returned to the Proposer unopened as that proposal will be considered non-responsive due to material failure to comply with advertised specifications. Furthermore, University will open a Proposer’s HSP Envelope prior to opening the proposal submitted by the Proposer, in order to ensure that the Proposer has submitted the number of completed and signed originals of the Proposer’s HUB Subcontracting Plan (“HSP”) that are required by this RFP. A Proposer’s failure to submit the number of completed and signed originals of the HSP that are required by this RFP will result in University’s rejection of the proposal submitted by that Proposer as non-responsive due to material failure to comply with advertised specifications; such a proposal will be returned to the Proposer unopened (ref. **Section 1.5** of **Appendix One** to this RFP).

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

**Note: The HSP can be reviewed by the HUB and Small Business Program Manager up to 24 hours before the HSP submittal deadline.  THIS IS STRONGLY ENCOURAGED to ensure compliance with HSP guidelines.  Failure to meet guidelines outlined in the HSP will result in disqualification of your proposal. It is recommended that ALL HSPs be reviewed by the HUB manager seven (7) DAYS prior to the HSP due date, thus allowing for correction and compliance.**

    2.5.5    Additional information and assistance regarding the HUB Subcontracting Plan

can be provided by the following person:

**Shaun McGowan**

HUB & Small Business Program Manager

1851 Crosspoint, OCB 1.160

                        Houston, Texas 77054

                        Phone: (713) 500-4862

                        Fax (713) 500-4710

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

2.5.6 **HSPs will be evaluated on May 29, 2014.** An email will be sent to all Respondents indicating those plans that passed and failed. At that time, the bids with a passing HUB Subcontracting Plan will be opened.

**2.6 Pre-Proposal Conference**

University will hold a pre-proposal conference at **9:00 AM CST on May 7, 2014** at the location provided below—pre-registration not required. The pre‑proposal conference will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP.

The University of Texas Health Science Center at Houston

Operations Center Building (OCB)

1851 Crosspoint, Suite OCB 1.160

Houston, TX 77054

Note: Free parking is available along Crosspoint or in the OCB lot designated for visitors. Check-in at the visitor entrance is required.

Prospective Proposers unable to attend the pre-proposal conference in-person may participate via telephone. To request conference call-in information, please send an e-mail to [LaChandra.Wilson@uth.tmc.edu](mailto:LaChandra.Wilson@uth.tmc.edu).

**SECTION 3**

**SUBMISSION OF PROPOSAL**

**3.1 Number of Copies**

Proposer must submit one (1) original and complete proposal, five (5) identical and complete copies of its entire proposal, and one (1) identical and complete copy of its proposal on CD-ROM.

The original proposal must be marked “ORIGINAL” on the front cover of the proposal and must contain an original signature on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) by an authorized officer of Proposer.

**3.2 Submission**

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

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, Suite OCB 1.160

Houston, TX 77054

**Attention: LaChandra Wilson**

**3.3 Proposal Validity Period**

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

**3.4 Terms and Conditions**

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

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

3.4.1.2. Agreement (ref. **APPENDIX TWO**) and HIPAA BAA (**APPENDIX EIGHT**);

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

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

**3.5 Submittal Checklist**

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

3.5.1 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5** of this RFP)

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

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

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

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

3.5.6 Copy of Proposer’s insurance certificate in accordance with limits stated in the attached Sample Agreement (ref. **APPENDIX TWO**).

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

3.5.8 Completed Security Characteristics and Functionality of Contractor’s Information Resources (ref. Section 4 of **APPENDIX SEVEN**)

3.5.9 Signed and completed W-9 Form.

**SECTION 4**

**GENERAL TERMS AND CONDITIONS**

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) and HIPAA BAA (ref. **APPENDIX EIGHT**) 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 5.4.1** of this RFP. Proposer’s exceptions will be reviewed by University and may result in disqualification of Proposer’s proposal as non-responsive to this RFP. If Proposer’s exceptions do not result in disqualification of Proposer’s proposal, then University may consider Proposer’s exceptions when University evaluates the Proposer’s proposal.

**SECTION 5**

**SPECIFICATIONS AND ADDITIONAL QUESTIONS**

**5.1 General**

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the “**Contractor**.”

**5.2 Contract Term**

The resulting contract is expected to be a two (2) year contract base with three (3) consecutive, one (1) year renewal options available to the University

**5.3 Scope of Work**

The purpose of this project is to provide WorkLife (WL) Program Services, and operational support for the University’s Employee Assistance Program (UTEAP). The services will include the following: child and elder care referral services, K-12 and continuing/higher education search, adoption assistance, daily living, wellness and wellbeing, legal/financial advice and identity theft, individualized website landing page for each external organization, daytime integrated telephonic rollover capability, for multiple custom identified phone lines, and afterhours answering service answered by a Master-level clinician that is capable of providing urgent/crisis assistance and triage to resources or on-call clinician for UTEAP’s benefits-eligible clients and their dependents (collectively hereafter “**Clients**”). These services will help provide resources for the Clients to better balance their work and personal lives which will help the employees lower absenteeism and to remain more productive at work

**5.3.1 Technical Minimum Qualifications**

The Contractor shall provide UTEAP clients with Resource and Referral (R&R) consultations to provide solutions in a variety of work and personal areas including: adoption, childcare, education search, eldercare, daily living, wellness/wellbeing, financial, legal and identity theft. The service must be:

* available for all areas of the U.S. nationwide, including Alaska, Hawaii and Canada, with availability to provide known resources worldwide when the need arises on occasion.
* accessible through a toll free phone number, e-mail and Instant Message (IM) via the internet using password protected website.

**5.3.2 Consultation Services**

The Contractor shall be responsible for providing consultation and referral services to clients in the following areas:

1. **Adoption:**  Adoption agencies/resources; international adoptions; post-adoption issues; legal issues/regulations; support groups; private and public adoptions; etc.
2. **Child Care:**  Child care centers; in-home care; family care homes; before-and after-school programs; preschools and kindergartens; summer camps; temporary/backup/emergency care; child development; child health and safety; parenting; managing work/family; etc.
3. **Daily Living**: Vacation/travel planning; home improvement/repair; moving; pet sitters; product search; retail discounts; leisure activities; car buying/repair; home buying; apartment search; health/wellness; etc.
4. **Education**: College; continuing education; elementary education; extracurricular activities; financial aid; middle/high school; nursery school/preschool; pre-k/kindergarten; special education; tutoring; etc.
5. **Elder Care:** Care options/living arrangements; caregiver issues/concerns; community and local programs; emergency/respite care; grief/bereavement; health insurance; home meal delivery programs; hospice services; hospitals; in-home services; information on diseases; legal/ financial issues; Medicare; Medicaid; Social Security; respite care; support groups; transportation services; geriatric care management services; etc.
6. **Wellness/Wellbeing:**  Information that is quality assured, reliable, up to date, easy to understand, regularly reviewed and locally relevant to help individuals and their families improve their health and wellbeing, stay healthy or understand and manage their health and medical conditions; information available through tools, links, Aps, fact sheets, video, consumer guides or other self-directed resources. Also resources might include fitness centers, weight loss, diet, nutrition, smoking cessation, etc.
7. **Financial Issues:** Budgeting; credit/debt counseling; dispute with creditors; collections; repossession, liens, foreclosure, bankruptcy, credit repair, and debt consolidation; financial planning; retirement planning; investments; etc.
8. **Identity Theft**: Proactive planning; fraud resolution; legal reporting; credit repair; security freezes; fraud alerts; consumer rights; etc.
9. **Legal Concerns:** Access to local attorneys who will provide free 30-minute face-to-face or telephonic legal consultations on any issue, including simple will; only exception is anything having to do with employment law.
10. **Telephonic support:** Provide daytime integrated rollover telephonic support for multiple branded phone lines.
11. **Afterhours Calls:** Provide complete backup and after hours support, including emergency referrals.
12. **Homework Helpline:** Provide telephonic and internet resources; tutoring; research skills, math help; science help; vocabulary; etc.

**5.4 Additional Questions Specific to this RFP**

Proposer must submit responses to the each of the items below as part of Proposer’s proposal. “No”, “None”, and “Not Applicable” are considered acceptable responses. **Failure to provide a response may negatively impact Proposer’s proposal evaluation score and final ranking.**

5.4.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**) and HIPPA BAA (ref. **APPENDIX EIGHT**), Proposer must submit a list of the exceptions.

5.4.2 Do you attest that your company satisfies the Technical Minimum Qualifications listed in **Section 5.3.1** of this RFP? If no, please explain.

**Company Profile**

* + 1. Give a brief history of your company, including the owner’s name, year founded and types of services offered. Also, identify any regional or national organizations your company is affiliated with or part of.
    2. Do you provide services in all 50 states and Canada, do you have access to known resources worldwide for ex-pat family members or those on TDY?
    3. How many years have your company offered WorkLife services?
    4. What are the qualifications and credentials of your WorkLife consultants?
    5. Does your company provide EAP services? If yes, describe those services.
    6. How many of your client companies have a stand-alone EAP? Has this been a problem in building a collaborative relationship? Describe your company policies that ensure and guarantee your company will not compete with any of University’s EAP existing clients and future client companies in the Houston metropolitan area?
    7. Provide a ten (10) year history of mergers and acquisitions, effective dates, and any planned activity within the next five (5) years. If so, describe the effect of each on the overall financial stability of your company.
    8. The number of companies for which you have provided WorkLife services in the last 12-month period.
    9. The current total number of employees you provide services for.
    10. As of January 1, 2012, how many companies cancelled their contract with your company? What is the reason for each contract cancellation?
    11. Provide a reference list of five (5) current client companies and two (2) former companies that have cancelled their contracts. Proposer’s list must include the client company name, contact person, telephone number, email address, length of business relationship, and summary of services provided by Proposer.
    12. Are you licensed to do business in the State of Texas?
    13. Describe your experience in the successful development and implementation of WorkLife Services within higher education, including services provided to faculty, staff, and students.

**Company Services**

5.4.16 Please describe in detail how you provide the following services and what is included

at each level of service.

1. Child care consultation and referral services
2. Elder care consultation and referral services
3. K-12 and continuing/higher education search
4. Adoption assistance
5. Daily living services
6. Wellness and wellbeing services
7. Legal consultation and referral with a network attorney offering free 30 minute face-to-face visits (Note: If available, include “simple wills” as a part of your legal consultation service.)
8. Financial consultation and referral service
9. Identity theft prevention and identity recovery
10. Warm transfer capabilities
11. Telephonic daytime backup phone service
12. Afterhours phone service

5.4.17 Is there a limit to the number of times a client can call in to access services during a

plan year? If yes, please describe.

**Telephonic/Online Operations**

5.4.18 Will a dedicated, toll-free telephone number and trained consultants be available for clients 24/7/365? If yes, please describe.

5.4.19 Is there a limit to the number of dedicated lines you can provide for our clients who have branded call lines?

* + 1. What is the average number of rings for each call?
    2. What is your average wait time to answer a customer on the phone if all your lines are busy?
    3. What is your average call length?
    4. What is the call abandonment rate?
    5. What is the expected call volume for an organization comparable to the size of UTEAP?
    6. What is your standard turnaround time to complete search information and contact the client?
    7. Do you currently have a plan in place that ensures business telephonic connectivity and continuity of operations in the event of a disaster? If yes, briefly describe your disaster recovery plan.
    8. Please provide a case example of the process for a call received by warm transfer from UTEAP to your office.
    9. Please describe in detail the process when UTEAP warm transfers a call to you.
    10. What are the qualifications and credentials of the staff answering the phones?
    11. How are these calls handled?
    12. What information is obtained?
    13. How do you make internal referrals?
    14. How many times is the caller transferred as a part of the process?
    15. What are the qualifications of the individuals responding? (e.g. child/elder care consultants, attorneys, paralegals, financial advisors, etc.)
    16. Please provide a case example of the process from the warm transfer to case completion.
    17. Please describe in detail your daytime backup and afterhours phone service.
    18. What are your current system capabilities (i.e. call volume, number of rings to answer, hold time for clients, etc.) for receiving daytime backup and after-hour calls?
    19. What are the qualifications and credentials of the staff?
    20. Describe your current process for receiving daytime backup and after-hour calls?
    21. How are client company lines rolled over to your lines?
    22. What is your protocol if you receive a daytime backup or after-hour call from someone who is in danger of harming themselves or others?
    23. What is your protocol for a caller when you cannot determine if they are a covered participant?
    24. Please provide a case example of the process for a call received by your after-hour service.
    25. Please describe in detail your online customer service operations.
    26. Will you provide online Instant Message (IM) access that clients may use to communicate 24/7/365 with consultants? If yes, please describe.
    27. Please describe information and services provided on your members’ website.
    28. Do you have online webinars for clients? If yes, please describe.
    29. Please provide a case example of the process for a website inquiry generated through your website.
    30. Do you plan to make any material changes or upgrades to these systems within the next calendar year? If yes, please describe.
    31. Do you currently have a plan in place that ensures business continuity and protect information systems and data in the event of a disaster. If so, briefly describe your disaster recovery plan.
    32. Will your website be branded with our UTEAP logo and contact information?

**Account Management**

* + 1. Provide an organizational chart of the management and service team that will be assigned to handle the UTEAP account.
    2. Include name, location and title of staff identified above in Section 5.4.51.
    3. Based upon your experience with organizations such as UTEAP, what do you expect our utilization rate to be for the first year of the contract?
    4. What do you consider to be a “case” and how do you report this to UTEAP?
    5. How are subsequent phone calls and follow-up calls handled in your utilization to UTEAP? Is this counted as a new case?
    6. If you have a caller for legal services and it is clear they also have a financial issue, how is this handled? How is this counted in your utilization to UTEAP?
    7. What is the frequency of your utilization reporting? How are the reports provided to UTEAP? (e.g. e-mail, secured website, regular mail, etc.)
    8. List all standard utilization reports that are provided to UTEAP and provide samples of each. Provide a legend or explanation of the data elements.
    9. Do you provide reporting of outcome measures after case completion?

5.4.61 Do you utilize satisfaction surveys both with individual clients and client companies? If yes, please submit a copy of a recent survey and the associated survey results.

5.4.62 Describe what marketing materials and support you will provide to help UTEAP advertise and market the program to client companies and employees.

* + 1. Describe a situation where you have had a complaint from a client, and how did you resolve the situation?
    2. Describe a situation where you have had a conflict or complaint from the client company, not the client, and how did you resolve it?

**Subcontractors**

* + 1. Do you utilize any subcontractors in your WorkLife operations? If yes, list companies and describe your role and relationship with each of them.
    2. Describe the due diligence process used by your organization in contracting with your subcontractors. (i.e. recruitment, hiring, background screening, criminal history and drug testing policy)
    3. Do you use any Subcontractors outside the continental U.S.? If yes, describe your role and relationship with each.
    4. Describe the extent to which you expect to be using subcontractors with UTEAP.

5.5 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 THAT A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION.

5.6 In its proposal, Proposer must respond to each item listed in **APPENDIX SEVEN,** Security Characteristics and Functionality of Contractor’s Information Resources. APPENDIX SEVEN will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to APPENDIX SEVEN will be incorporated into the Agreement and will be binding on Contractor.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

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

(Proposer Company Name)

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

**Ref.:** WorkLife Services

**RFP No.:**   744-R1417

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the WorkLife services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

**6.1 Pricing for Services Offered**

The pricing shall be listed to coincide with the Scope of Work described in **Section 5.3**. If a particular service is not available or offered, please list “N/A” in the PEPM column.

|  |  |  |
| --- | --- | --- |
| **Service** | **“X” if**  **INCLUDED in**  **Base Price**  **Per Employee**  **Per Month** | **Price if**  **NOT INCLUDED**  **in Base Price**  **Per Employee**  **Per Month (PEPM)** |
| Child care consultation & referral services |  | $ |
| Elder care consultation & referral services |  | $ |
| K-12 & continuing/higher education search |  | $ |
| Adoption assistance |  | $ |
| Daily living services |  | $ |
| Daily living services |  | $ |
| Legal consultation & referral including “simple wills” |  | $ |
| Financial consultation & referral service |  | $ |
| Identify theft prevention & identity recovery |  | $ |
| Daytime backup phone service |  | $ |
| Afterhours phone service |  | $ |
| Live webinars and archived webinars |  | $ |
| Other value add services (please list each) |  | $ |
|  |  |  |
|  |  |  |
| **Total Per Employee Per Month (PEPM) Price** |  | **$** |

**6.2 Additional Services**

|  |  |  |
| --- | --- | --- |
| **Service** | **“X” if**  **included in**  **Base Price**  **Per Employee** | **Price (per month,**  **quarter, year, etc.)**  **if NOT INCLUDED**  **in BASE PEPM rate** |
| Promotional Materials |  | $ PER |
| Quarterly & Year-end Utilization Reports |  | $ PER |
| Ad hoc & customized reports |  | $ PER |
| Web Hits Report by Customer |  | $ PER |
| Other: |  | $ PER |
| Other: |  | $ PER |

**6.3 Delivery Schedule**

Upon receipt of Purchase Order, number of calendar days needed to implement and commence services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**6.4 University’s Payment Terms**

University’s standard payment terms for services are “Net 30 days.” Proposer agrees that 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 will provide to University:

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

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 the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

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

**1.2 Inquiries and Interpretations**

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

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

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone number and FAX number to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to such 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* (*Government Code*, Chapter 552.001, et seq.). 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 Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

**1.4 Type of Agreement**

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

**1.5 Proposal Evaluation Process**

University will select Contractor by using the competitive sealed proposal process described in this Section. University will open the HSP Envelope submitted by a Proposer prior to opening the Proposer’s proposal in order to ensure that the Proposer has submitted the number of completed and signed originals of the Proposer’s HUB Subcontracting Plan (also called the HSP) that are required by this RFP (ref. **Section 2.5.4** of the RFP.) All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date or that are not accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be rejected by University as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the 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 such negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At University's sole option and discretion, University may discuss and negotiate all elements of the proposals submitted by selected 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 will 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 interests of University.

After submission of a proposal but before final selection of Contractor is made, University may permit a 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 Evaluation Methodology**

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

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

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

**1.8 Proposal Requirements and General Instructions**

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

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

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

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

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

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

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

**1.9 Preparation and Submittal Instructions**

1.9.1 Specifications and Additional Questions

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

1.9.2 Execution of Offer

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

1.9.3 Pricing and Delivery Schedule

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

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

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

1.9.4 Proposer’s General Questionnaire

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

1.9.5 Addenda Checklist

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

1.9.6 Submission

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP No. (ref. **Section 1.3** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown in the lower left‑hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Proposer must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP) as required by this RFP (ref. **Section 2.5** of the RFP.)

Upon Proposer’s request and at Proposer’s expense, University will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFP.

University will not accept proposals submitted by telephone, proposals submitted by Facsimile (“**FAX**”) transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

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 submittal of a written explanation and documentation evidencing a reason acceptable to University, in University’s sole discretion.

By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its 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 or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified herein and that such 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.

1.9.7 Page Size, Binders, and Dividers

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

1.9.8 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.9.9 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

**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** By signature hereon, Proposer represents and warrants the following:

2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer; (3) University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer’s preparation of a response to this RFP.

2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.

2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

2.1.4 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.

2.1.5 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.

2.1.6 If selected by University, 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.

2.1.7 If selected by University, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.

2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that 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.

2.1.9 Proposer will defend with counsel approved by University, indemnify, and hold harmless University, The University of Texas 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.

2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP 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.

**2.2** By signature hereon, Proposer offers and agrees to furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP.

**2.3** By signature hereon, Proposer affirms that it 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 submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at University.

**2.4** By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that 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 contract or agreement.

**2.5** By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

**2.6** By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer’s proposal.

**2.7** By signature hereon, Proposer certifies as follows:

"Under Section 231.006, *Family Code,* relating to child support, Proposer certifies that the individual or business entity named in the Proposer’s proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

**2.8** By signature hereon, Proposer certifies that (i) 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 component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to University in writing; (ii) Proposer has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) 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. Section 669.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into a contract or agreement with Proposer.

**2.9** By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

**2.10** By signature hereon, Proposer represents and warrants that all products and services offered to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.

**2.11** Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time University makes an award or enters into any contract or agreement with Proposer.

**2.12** If Proposer will sell or lease computer equipment to the University under any agreements or other contractual arrangements that may result from the submission of Proposer’s proposal then, pursuant to Section 361.965(c), *Health & Safety Code*, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, *Health & Safety Code* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, *Texas Administrative Code*. Section 361.952(2), *Health & Safety Code,* states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act*,* the term“computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

**2.13 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 Sections 552.021 and 552.023, *Government Code*, individuals are entitled to receive and review such information. Under Section 559.004, *Government Code*, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.**

**Submitted and Certified By:**

(Proposer Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer’s Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

**SECTION 3**

**PROPOSER’S GENERAL QUESTIONNAIRE**

**NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under Sections 552.021 and 552.023, *Government Code*, individuals are entitled to receive and review such information. Under Section 559.004, *Government Code*, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.**

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

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

Address of principal place of business:

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

Number of years in Business:

State of incorporation:

Number of Employees:

Annual Revenues Volume:

Name of Parent Corporation, if any   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

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

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

3.1.7 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.

3.1.8 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 Section 231.006, *Family Code*, and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act*, Chapter 552, *Government Code*, and other applicable law.

**3.2 General Requirements**

3.2.1 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.

3.2.2 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.

**3.3 Quality Assurance**

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

**3.4 Miscellaneous**

3.4.1 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.

3.4.2 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.

**SECTION 4**

**ADDENDA CHECKLIST**

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

(Proposer Company Name)

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

**Ref**.: WorkLife Services

**RFP No.:**  RFP 744-R1417

Ladies and Gentlemen:

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

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

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

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

(Authorized Signature for Proposer)

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

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

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

APPENDIX FIVE

**ACCESS BY INDIVIDUALS WITH DISABILITIES**

**Access by Individuals with Disabilities.** Contractor represents and warrants (“EIR Accessibility Warranty”) that the electronic and information resources and all associated information, documentation, and support that it provides to University under this Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213, *Texas Administrative Code,* and Title 1, Chapter 206, Rule §206.70, *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M, *Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate this Agreement and Contractor will refund to University all amounts University has paid under this Agreement within thirty (30) days after the termination date.

**APPENDIX SEVEN**

**Security Characteristics and Functionality of**

**Contractor’s INFORMATION RESOURCES**

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

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

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

**General Protection of University Records**

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

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

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

1. Complete the following additional question if Information Resources will create, receive, or access University Records containing PHI subject to HIPAA:
2. Does Proposer monitor the safeguards required by the HIPAA Security Rule [45 C.F.R. § 164 subpts. A, E (2002)] and Proposer's own information security practices, to ensure continued compliance? If yes, provide a copy of or link to the Proposer’s HIPAA Privacy & Security policies and describe the Proposer's monitoring activities and the frequency of those activities with regard to PHI.

**Access Control**

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

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

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

**Use of Data**

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

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

**Data Transmission**

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

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

1. How does data flow between University and Information Resources? If connecting via a private circuit, describe what security features are incorporated into the private circuit. If connecting via a public network (e.g., the Internet), describe the way Proposer will safeguard University Records.
2. Do Information Resources secure data transmission between University and Proposer? If yes, describe how Proposer provides that security. If no, what alternative safeguards are used to protect University Records in transit?

**Notification of Security Incidents**

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

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

**Compliance with Applicable Legal & Regulatory Requirements**

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

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