**REQUEST FOR PROPOSAL**

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

**for**

## Selection of a Vendor to Provide

#### Electronic Health Records System

####  And

#### Revenue Cycle Management

#### RFP No.: 744 – R1517 EHR/RCM

Bid Submittal Deadline: Wednesday June 24, 2015 2:00P.M. CST

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Prepared By:

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Friday May 22, 2015

Request for PROPOSAL

TABLE OF CONTENTS

SECTION 1:  INTRODUCTION 1

SECTION 2:  NOTICE TO PROPOSER 2

**SECTION 3: SUBMISSION OF PROPOSAL** 5

**SECTION 4: GENERAL TERMS AND CONDITIONS** 7

**SECTION 5: SPECIFICATIONS AND ADDITIONAL QUESTIONS** 8

**SECTION 6: PRICING AND DELIVERY SCHEDULE** 9

**Attachments:**

**APPENDIX ONE: PROPOSAL REQUIREMENTS**

**APPENDIX TWO: SAMPLE AGREEMENT**

**APPENDIX THREE: HUB SUBCONTRACTING PLAN**

**APPENDIX FOUR: CAMPUS MAP**

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

**APPENDIX SIX: ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT**

 **SPECIFICATIONS**

**APPENDIX SEVEN: Security Characteristics and Functionality of**

**Contractor’s INFORMATION RESOURCES]**

##### SECTION 1

**INTRODUCTION**

* 1. **Description of University**

Founded in 1972, The University of Texas Health Science Center at Houston (UTHSC-H, UTHealth) 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)– 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 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 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 954 employees at 85 sites throughout the Houston metropolitan area, including the Texas Medical Center. The FY2016 (Sept 2015-August 2016) fee-for-service revenues are budgeted to be $292 million. The Out Patient and In Patient revenues are comprised of $178 million and $114 million, respectively.

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:

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Out Patient (OP) | $178,616,390  | 61% |
| In Patient (IP) |  $114,197,364  | 39% |

The subspecialties of Medicine include: Allergy, Cardiology, Endocrinology, Gastroenterology, General Medicine, Hematology, Hypertension / Renal, Infectious Diseases, Medical Genetics, Oncology, Pulmonary, Rheumatology.

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

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**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 85 office locations across the Greater Houston area and sees in excess of 500,000 visits and over 1,600,000 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).

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 this 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-R1517 EHR/RCM for selection of a Vendor/s to provide an enterprise solution to a replace our primary Electronic Health Record system (EHR). As an option, Proposer may also propose a replacement for our Revenue Cycle/Patient Management (“RCM”) System.

For the proposals to be considered responsive to this RFP, proposers have the options as below:

1. At a minimum, proposers **must** propose a stand alone EHR to be considered.
2. **AND**, proposers MAY propose **both** HER and Revenue Cycle Management (including physician billing outsource as optional).  UTHealth has the right to award EHR system only or both EHR and Revenue Cycle Management systems.

**\*\*\*Note….**If vendor chooses to submit both bids (EHR and EHR/RCM/PMS), vendor must submit separate proposals including cost models for consideration.\*\*\*

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 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.

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)**

Additionally, UTHealth is issuing this RFP with an optional bid to solicit proposals from qualified vendors who can provide Revenue Cycle Management System that provides billing, collection, managed care contracting, and revenue enhancement of medical patient accounts. University may also consider proposals for the Billing and Collection Management Services. It is the intent of University to determine the feasibility and cost effectiveness of outsourcing these services as an option as previously described.

Objectives for the optional bid will include the EHR components as well as address the following:

* Improved work flow across each step of the revenue cycle
* An improved billing rules intelligence engine with real time responses
* Increased clarity of task assignment and resolution
* Improved usability of the platform for patients, physicians and staff
	+ Improved abilities to meet complex and changing interfacing demands across internal and external systems
	+ Transparent and accurate reporting of all metrics of the revenue cycle components, regulatory components, compliance components, and other critical functions (e.g., meaningful use thresholds)
	+ Integrated practice management system for patient registration, appointment scheduling, eligibility verification, insurance verification, and benefits tools
	+ Individual provider productivity reports provided electronically to both the provider and departments automatically at the end of each month with both current and YTD metrics as defined by the Practice Plan
	+ Tools to identify and target specific payer and provider challenges with accompanying mitigation solutions
	+ Provide the above in a secure and HIPAA-compliant manner
	+ Ensure compliance and efficiently address the ICD-10 transition

The Services are more 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 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 2**p.m. CST** on June 24, 2015 (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

6410 Fannin, Suite UTPB-833

Houston, Texas 77030

Michael D. Le

michael.d.le@uth.tmc.edu

713-486-6146

or

Richard Rawson

richard.rawson@uth.tmc.edu

713-486-4861

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 questions or concerns no later than 5p.m. CST on June 05, 2015. 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 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 (EHR), Patient Access and Professional Billing and Collections 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, Professional billing and collections is an essential requirement UTP specifically notes that hospital billing and collections experience and expertise is likely to be of limited value for the physician and professional billing and collecting services sought here. 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 Market
* UT Physician and Vendor Collaboration

20% Implementation and Operation Plan - The soundness of the respondent’s approach to EHR and Professional billing and collections. 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 functions, which support and optimize integrated clinical, revenue cycle operations and patient access workflows
* Status of EMR Certification(s)
* Level Meaningful Use (MU) Achievement
* 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 MHHS.
* EHR 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 | 05/22/2015 |
| Pre-proposal conference\* | 05/29/2015 1p.m.-3p.m.7000 Fannin Street, Room UCT 1726Houston, Texas 77030 |
| Deadline for submitting questions | 06/05/2015 |
| Proposals due | 06/24/2015 2p.m. CST |
| Vendor Shortlist Selection | 07/10/2015 |
| Vendor presentations\*\* | 07/20-24/2015 |
| Final Vendor Evaluation | 07/30/2015 |
| Site Visits\*\*\* | 08/12-18/2015 |
| Vendor/s Negotiations | 8/25/2015 |
| Contract Negotiation Commencement  | 08/31/2015 |
| Project Initiation | 09/30/2015 |

**\*** The pre-proposal conference is also available via phone conference. Interested proposers who want to dial into the conference can contact University personnel below for phone conference dial in information:

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

Danny Rawson Richard.rawson@uth.tmc.edu 713-500-4861

**\*\*Vendor Presentation Expectations:**

University anticipates holding 2 days of onsite presentation sessions. Day one would consist of two three-hour EHR clinician workflow focused scripted demonstrations (7a, 4p). Day two would either accommodate additional EHR Clinician workflow sessions or if integrated solution is selected, a fully integrated EHR/RCM/PM session(s).

Additionally, University will provide scripted scenarios to be part of expected demonstrations that will be provided at Vendor Short List notification.

**\*\*\*Site Visit Expectations**:

In order to maximize the site visits University would request that vendors make preparations to select sites that show the interoperability highly defined in 5.3 by the requirements and ensure that the sites can demonstrate the following scenarios/clinical workflows:

* Busy Surgical or Cardiothoracic Specialist (preferably surgical based) with complex workflows
* Busy General Pediatric clinics (1. Attending based, 2. High Volume with Resident and limited Attending supervision, optionally one that includes Med Students)
* Busy Family/General/Multispecialty Practice
* Busy Family/General/Multispecialty Practice with Residents

**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 N/A

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.*

*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 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.

**Please note the HSP can be reviewed by the Manager of the HUB and Small Business Program up to 24 hours before the HSP is due.  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 7 DAYS prior to the HSP due date, thus allowing for correction and compliance.**

    2.5.5    For questions regarding the HUB Subcontracting Plan – contact:

 Shaun McGowan Manager, HUB & Small Business Program 1851 Crosspoint, OCB 1.160

                        Houston, Texas 77054

                        Phone: (713) 500-4862

                        Fax (713) 500-4710

                        E-mail: [Shaun.A.McGowan@uth.tmc.edu](file:///G%3A%5CPurchasing%5CStandard%20Forms_Contracts_Bids%5CBidding%5CIFO%27s%5CShaun.A.McGowan%40uth.tmc.edu)

2.5.6 **HUB Subcontracting Plans will be evaluated on June 24, 2015. 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 1p.m.-3p.m. **CST** on May 29, 2015, in Room 1726 of The University Center Tower, located at 7000 Fannin Street, Houston, TX 77030. The pre‑proposal conference will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP.

The pre-proposal conference is also available via phone conference. Interested proposers who want to dial into the conference can contact University personnel below for phone conference dial in information:

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

Danny Rawson Richard.rawson@uth.tmc.edu 713-500-4861

**SECTION 3**

**SUBMISSION OF PROPOSAL**

**3.1 Number of Copies**

Proposer must submit a total of twenty (20) complete and identical copies of its *entire* proposal and a complete and identical copy of its *entire* proposal on DVD/CD-ROM. 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** of this RFP) and should be delivered to:

The University of Texas Health Science Center at Houston

Medical School Building Receiving Dock

6431 Fannin

Houston, TX 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** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the **Additional Questions Specific to this RFP** (ref. **Section 5.4** of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

 3.4.1.1. Additional Questions Specific to this RFP(ref. **Section 5** of this RFP);

 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** of this RFP).

**3.5 Submittal Checklist**

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

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

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

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

3.5.4 Responses to questions and requests for information in the **Additional Questions Specific to this RFP** Section (ref. **Section 5.4** of this RFP)

3.5.5 Responses to the EHR and Technical Questionnaire in attached Exhibit D

3.5.6 Responses to the RCM Questionnaire in attached Exhibit E

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

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

3.5.9 Signed and completed W-9 Form.

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

**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** 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**

Currently UTP has more than 954 employees at 85 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 is just over 3000 which includes all practitioners. Our EHR observed concurrent user load has a watermark of approximately 1700. 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 15 Sep-Mar) UTP has over 1.68 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. The outsourced 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. UTP has outsourced the billing Practice plan revenues for the past 10 years. The FY2016 (Sept 2015-August 2016) fee-for-service revenues are budgeted to be $292 million. The Out Patient and In Patient revenues are comprised of $178 million and $114 million, respectively.

Below is the patient payer mix of the practice. Please refer to Exhibit C

|  |  |
| --- | --- |
| COMMERCIAL | 0.2% |
| MANAGED CARE | 35.6% |
| MEDICAID | 16.8% |
| MEDICARE | 22.4% |
| OTHER | 4.8% |
| SELF-PAY | 10.1% |
| INDIGENT | 10.0% |
| GRAND TOTAL | 100.0% |
|  |  |
|  |  |

Patient Mix for Group 4:

|  |
| --- |
| MSRDP-General and HHS Gross Charges and Net Collections by FSC - **Group 4** |
| FY 2014 through March  |

|  |  |
| --- | --- |
| **HHS** | **FY 2015 (through March)** |
|  | Charges | %of Total Charges | Net Collections | %of Total Collections |
| COMMERCIAL | 54,659  | 0.04% | 18,739  | 0.2% |
| MANAGED CARE | 2,665,561  | 1.8% | 558,659  | 5.8% |
| MEDICAID | 26,125,143  | 17.7% | 5,850,585  | 60.7% |
| MEDICARE | 12,720,107  | 8.6% | 2,779,573  | 28.9% |
| OTEHR | 3,592,501  | 2.4% | 69,611  | 0.7% |
| SELF-PAY | 34,628,575  | 23.5% | 356,954  | 3.7% |
| INDIGENT | 67,805,964  | 51.7% | 0 | 0.0% |
| **TOTAL** | **147,592,510**  | **100.0%** | **9,634,121**  | **100.0%** |
|  |  |  |  |  |
| NET COLLECTIONS/GROSS CHARGES % |  |  | ***6.53%*** |  |
|  |  |  |  |  |
| **MSRDP - General** | **FY 2015 (through March)** |
|  | Charges | %of Total Charges | Net Collections | %of Total Collections |
| COMMERCIAL | 1,629,050 | 0.3% | 1,136,528  | 0.8% |
| MANAGED CARE | 241,164,450  | 44.8% | 75,797,951  | 53.4% |
| MEDICAID | 89,421,119  | 16.6% | 22,010,084  | 15.5% |
| MEDICARE | 141,168,291  | 26.2% | 27,641,158  | 19.5% |
| OTHER | 29,011,486  | 5.4% | 5,941,773  | 4.2% |
| SELF-PAY | 34,797,048  | 6.5% | 9,500,721  | 6.7% |
| INDIGENT | 1,014,441  | 0.2% | 12,363  | 0.01% |
| **TOTAL** | **13,222,672**  | **100.0%** | **6,079,126**  | **100.0%** |
|  |  |  |  |  |
| NET COLLECTIONS/GROSS CHARGES % |  |  | ***26.39%*** |  |
|  |  |  |  |  |
| **Combined**  |  |  |  |  |
| **HHS & MSRDP - General** | **FY 2015 (through March)** |
|  | Charges | %of Total Charges | Net Collections | %of Total Collections |
| COMMERCIAL | 1,683,709  | 0.2% | 1,155,267  | 0.8% |
| MANAGED CARE | 243,830,011  | 35.6% | 76,356,610  | 50.3% |
| MEDICAID | 115,546,262  | 16.8% | 27,860,669  | 18.4% |
| MEDICARE | 153,888,398  | 22.4% | 30,420,732  | 20.1% |
| OTHER | 32,603,987  | 4.8% | 6,011,384  | 4.0% |
| SELF-PAY | 69,395,623  | 10.1% | 9,857,675  | 6.5% |
| INDIGENT | 68,820,405  | 10.0% | 11,468  | 0.0% |
| **GRAND TOTAL** | **685,768,395**  | **100.0%** | **151,673,805**  | **100.0%** |
|  |  |  |  |  |
| NET COLLECTIONS/GROSS CHARGES % |  |  | ***22.12%*** |  |

Attached to the RFP are the following Exhibits:

* Exhibit A - Current UTP Revenue Cycle
* Exhibit B - Collections and Annualized Gross Charges
* Exhibit C - Gross Collection Rate by Payers

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 use 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

**5.2 Scope of Work**

UT Physicians is soliciting proposals from vendors for the two options outlined in section 1.3 of this RFP.

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 sharing** to 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 focus on the interoperability with our partner MHHS and their instance of Cerner Millennium. The system must have all the components to meet the current Meaningful Use certification as well as the ICD-10 requirements.. The proposal should include the detailed components outlined in exhibit details (Exhibit D).

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 optional enterprise bid of EHR/RCM/PM should 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 proposal should include the detailed components outlined in Exhibits D and E.

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 |

**5.3 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 the Agreement (ref. **APPENDIX TWO**), Proposer must submit a list of the exceptions.

5.3.2 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.

5.3.3 In its proposal, Proposer must respond to each item listed in **APPENDIX SIX, Electronic and Information Resources (“EIR”) Environment Specifications**. **APPENDIX SIX** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX SIX** will be incorporated into the Agreement and will be binding on Contractor.

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

5.3.5 In its proposal, Proposer must submit responses to the HER and Technical Questionnaire in attached Exhibit D, and the RCM Questionnaire in attached Exhibit E.

* 1. **Additional Questions Specific to this RFP**

Proposers must provide responses to the following questions:

1. Provide current client list (including key volume and scale statistics).
2. Provide patient volumes and billing activity of institutions of similar size and complexity where your proposed solution is implemented.
3. Provide references from both high performing and average performing clients.
4. Provide company profiles, financial statements.
5. Provide top 5 executives resumes.
6. Provide detailed analysis of similar client’s performance pre and post transition to proposed solution.
7. Provide clear articulation of HIPAA, compliance, accounting, and related policies and procedures.
8. A detailed account of your current project release including when it was in general release as well as a brief overview of the product history and any projected future release schedules.
9. Evidence of successful experience and tools to convert existing data from the legacy EHR as well as all other applications noted in this RFP. Provide samples of overall migration plan recommendations with details on components and years of content to migrate.
10. Provide and define clear delineation of responsibilities of duties between organizations – UT Physicians vs. partner.
11. Provide a detailed account of your Implementation strategy.
12. Provide a copy of a detailed implementation workplan with responsibilities of necessary resources from UT Physicians and partner with assigned to tasks with at least the minimum activity level, start and end dates, and defined level of effort.
13. Provide resumes of implementation team attached from partner.
14. Describe critical success factors and assumptions of proposal.
15. Describe system upgrade process and delineation of responsibilities and testing process.
16. Provide detailed specifics, including credible evidence on your application’s accessibility include any test plans and results if available. Where available, please provide any known deficits and the mitigation plans. Compliance with TAC 213.38(G) Access by Individuals with Disabilities to EIR Procured by UTHealth.
17. Provide clear solution proposed for all staffing structures between partner and UT Physicians with specific prescribed organizational chart, roles, responsibilities and number of people in each role.
18. Provide a detailed listing of any specific required training/certification required for a successful implementation.
19. Provide “Mutually agreeable” performance metrics and Incentive/disincentive components to fee or cost structure.
20. Define specific articulation of relationship structure between local UT Physicians leadership and partner leadership at a local, regional and corporate level.
21. Provide clearly defined proforma of proposed solution based on analytics of current performance and the associated assumptions of the proforma.
22. Provide a clear governance plan to show issue remediation, change management, scope definition/exceptions, etc.
23. Show how Single Sign On (SSO) will be handled (if possible). Indicate if two-factor authentication is possible and if so explain how. Integration with existing UT identity system is strongly preferred.
24. **Hosting services and SLA with detailed costs.**
25. Hosting sites must be willing to commit to periodic (annually is preferred) independent third party security assessments and share the results with UT Physicians. SSAE16 or HITRUST reviews are acceptable.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

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

 (Proposer Company Name)

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

**Ref.:** Services related to EHR and RCM

**RFP No.:**  744 – R1517 EHR/RCM

Ladies and Gentlemen:

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

**6.1 Pricing for Services Offered**

**EHR**

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

3000 current users with 1700 concurrent users

Plus additional 200 future users

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

Training & Communication $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Technical Support & Maintenance $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hosting Fees – If separate from

Software License Fee

Number of maximum hours for

contractor support without additional \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

cost

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) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RCM**

Revenue Cycle Fees $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Software License/Hosting Fee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Training $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annual Support & Maintenance $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

After Initial Year (Yrs. 2-5)

**Billing and Collection Management Services Only**

Services Fees $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Additional Fees $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**6.2 Delivery Schedule of Events and Time Periods**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**6.3 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

TABLE OF CONTENTS

SECTION 1:  GENERAL INFORMATION 12

SECTION 2:  EXECUTION OF OFFER 18

**SECTION 3: PROPOSER'S GENERAL QUESTIONNAIRE** 22

**SECTION 4: ADDENDA CHECKLIST** 27

**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 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 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 Approach to Project Services**

3.2.1 Proposer will provide a statement of the Proposer’s service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP.

3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.

3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:

3.2.3.1 Identification of tasks to be performed;

3.2.3.2 Time frames to perform the identified tasks;

3.2.3.3 Project management methodology;

3.2.3.4 Implementation strategy; and

3.2.3.5 The expected time frame in which the services would be implemented.

3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in the RFP. Proposer will include samples of reports and documents if appropriate.

**3.3 General Requirements**

3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.

3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

**3.4 Service Support**

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

**3.5 Quality Assurance**

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

**3.6 Miscellaneous**

3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

**SECTION 4**

**ADDENDA CHECKLIST**

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

 (Proposer Company Name)

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

**Ref.:** \_\_\_\_\_\_\_\_\_\_\_\_\_ Services related to the

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

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

**[INCLUDE THIS APPENDIX IF CONTRACTOR WILL PROVIDE ELECTRONIC AND INFORMATION RESOURCES AS DEFINED BY SECTION 2054.451, *GOVERNMENT CODE*:**

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. **[NOTE: ADD THE FOLLOWING IF THIS RFP IS PROCURING AN INFORMATION RESOURCES TECHNOLOGY PROJECT THAT MEETS THE REQUIREMENTS IN TITLE 1, RULE §213.38 (G) OF THE *TEXAS ADMINISTRATIVE CODE* (**[link](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)**):** Contractor, at its own cost, will conduct accessibility testing as required by Title 1, Rule §213.38(g) of the *Texas Administrative Code*.

**[INCLUDE THIS APPENDIX IF CONTRACTOR WILL PROVIDE “ELECTRONIC AND INFORMATION RESOURCES” AS DEFINED BY SECTION 2054.451, *GOVERNMENT CODE*:**

**APPENDIX SIX**

**ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS**

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

University is primarily a **[Optional:\_\_\_\_\_\_\_\_\_\_\_\_\_\_] [Optional:** Microsoft products**]** environment.

**Basic Specifications**

1. If the EIR will be hosted by University, please describe the overall environment requirements for the EIR (size the requirements to support the number of concurrent users, the number of licenses and the input/output generated by the application as requested in the application requirements).
2. Hardware: If Proposer will provide hardware, does the hardware have multiple hard drives utilizing a redundant RAID configuration for fault tolerance? Are redundant servers included as well?
3. Operating System and Version:
4. Web Server: Is a web server required? If so, what web application is required (Apache or IIS)? What version? Are add-ins required?
5. Application Server:
6. Database:
7. Other Requirements: Are any other hardware or software components required?
8. Assumptions: List any assumptions made as part of the identification of these environment requirements.
9. Storage: What are the space/storage requirements of this implementation?
10. Users: What is the maximum number of users this configuration will support?
11. Clustering: How does the EIR handle clustering over multiple servers?
12. Virtual Server Environment: Can the EIR be run in a virtual server environment?
13. If the EIR will be hosted by Proposer, describe in detail what the hosted solution includes, and address, specifically, the following issues:

A. Describe the audit standards of the physical security of the facility; and

B. Indicate whether Proposer is willing to allow an audit by University or its representative.

1. If the user and administrative interfaces for the EIR are web-based, do the interfaces support Firefox on Mac as well as Windows and Safari on the Macintosh?
2. If the EIR requires special client software, what are the environment requirements for that client software?
3. Manpower Requirements: Who will operate and maintain the EIR? Will additional University full time employees (FTEs) be required? Will special training on the EIR be required by Proposer’s technical staff? What is the estimated cost of required training.
4. Upgrades and Patches: Describe Proposer’s strategy regarding EIR upgrades and patches for both the server and, if applicable, the client software. Included Proposer’s typical release schedule, recommended processes, estimated outage and plans for next version/major upgrade.

## Security

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

## Integration

1. Is the EIR authentication Security Assertion Markup Language (“**SAML**”) compliant? Has Proposer ever implemented the EIR with Shibboleth authentication? If not, does the EIR integrate with Active Directory? Does the EIR support TLS connections to this directory service?

2. Does the EIR rely on Active Directory for group management and authorization or does the EIR maintain a local authorization/group database?

3. What logging capabilities does the EIR have? If this is a hosted EIR solution, will University have access to implement logging with University’s standard logging and monitoring tools, RSA’s Envision?

4. Does the EIR have an application programming interface (“**API**”) that enables us to incorporate it with other applications run by the University? If so, is the API .Net based? Web Services-based? Other?

1. Will University have access to the EIR source code? If so, will the EIR license permit University to make modifications to the source code? Will University’s modifications be protected in future upgrades?
2. Will Proposer place the EIR source code in escrow with an escrow agent so that if Proposer is no longer in business or Proposer has discontinued support, the EIR source code will be available to University.

## Accessibility Information

Proposer must provide the following, as required by Title 1, Rule §213.38(b) of the *Texas Administrative Code*:

1. Accessibility information for the electronic and information resources (“EIR”)[[1]](#footnote-2) products or services proposed by Proposer, where applicable, through one of the following methods:

(A) the URL to completed Voluntary Product Accessibility Templates (“VPATs”)[[2]](#footnote-3) or equivalent reporting templates;

(B) an accessible electronic document that addresses the same accessibility criteria in substantially the same format as VPATs or equivalent reporting templates; or

(C) the URL to a web page which explains how to request completed VPATs, or equivalent reporting templates, for any product under contract; and

2. Credible evidence of Proposer’s capability or ability to produce accessible EIR products and services. Such evidence may include, but is not limited to, Proposer’s internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results.

**[INCLUDE THIS APPENDIX IF CONTRACTOR IS PROVIDING INFORMATION RESOURCES TO UNIVERSITY FOR UNIVERSITY’S USE. Pursuant to UTS165** “**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.

**ALSO USE THIS APPENDIX IF CONTRACTOR WILL ACCESS, CREATE, MAINTAIN AND OR TRANSMIT UNIVERSITY DATA.** Pursuant to UTS165, “**Data**” means recorded data, regardless of form or media in which it may be recorded, which constitute the original data necessary to support the business of UT System or original observations and methods of a study and the analyses of such original data that are necessary to support research activities and validate research findings. Data includes, but is not limited to: printed records, observations and notes; electronic data; video and audio records, photographs and negatives:

**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:*

4. Describe the monitoring procedures and tools used for monitoring the integrity and availability of all products interacting with Information Resources, including procedures and tools used to, detect security incidents and to ensure timely remediation.

5. Describe the physical access controls used to limit access to Proposer's data center and network components.

6. What procedures and best practices does Proposer follow to harden all systems that would interact with Information Resources, including any systems that would hold or process University Records, or from which University Records may be accessed?

7. What technical security measures does the Proposer take to detect and prevent unintentional, accidental and intentional corruption or loss of University Records?

8. Will the Proposer agree to a vulnerability scan by University of the web portal application that would interact with Information Resources, including any systems that would hold or process University Records, or from which University Records may be accessed? If Proposer objects, explain basis for the objection to a vulnerability scan.

9. Describe processes Proposer will use to provide University assurance that the web portal and all systems that would hold or process University Records can provide adequate security of University Records.

10. Does Proposer have a data backup and recovery plan supported by policies and procedures, in place for Information Resources? If yes, briefly describe the plan, including scope and frequency of backups, and how often the plan is updated. If no, describe what alternative methodology Proposer uses to ensure the restoration and availability of University Records.

11. Does Proposer encrypt backups of University Records? If yes, describe the methods used by Proposer to encrypt backup data. If no, what alternative safeguards does Proposer use to protect backups against unauthorized access?

12. Describe the security features incorporated into Information Resources to safeguard University Records containing confidential information.

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

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

**Access Control**

1. How will users gain access (i.e., log in) to Information Resources?

2. Do Information Resources provide the capability to use local credentials (i.e., federated authentication) for user authentication and login? If yes, describe how Information Resources provide that capability.

3. Do Information Resources allow for multiple security levels of access based on affiliation (e.g., staff, faculty, and student) and roles (e.g., system administrators, analysts, and information consumers), and organizational unit (e.g., college, school, or department? If yes, describe how Information Resources provide for multiple security levels of access.

4. Do Information Resources provide the capability to limit user activity based on user affiliation, role, and/or organizational unit (i.e., who can create records, delete records, create and save reports, run reports only, etc.)? If yes, describe how Information Resources provide that capability. If no, describe what alternative functionality is provided to ensure that users have need-to-know based access to Information Resources.

5. Do Information Resources manage administrator access permissions at the virtual system level? If yes, describe how this is done.

6. Describe Proposer’s password policy including password strength, password generation procedures, password storage specifications, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

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

7. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that would have access to the environment hosting University Records to ensure need-to-know-based access?

8. What procedures and best practices does Proposer have in place to ensure that user credentials are updated and terminated as required by changes in role and employment status?

9. Describe Proposer's password policy including password strength, password generation procedures, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

**Use of Data**

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

1. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that have access to the environment hosting all systems that would hold or process University Records, or from which University Records may be accessed, to ensure that University Records will not be accessed or used in an unauthorized manner?

2. What safeguards does Proposer have in place to segregate University Records from system data and other customer data and/or as applicable, to separate specific University data, such as HIPAA and FERPA protected data, from University Records that are not subject to such protection, to prevent accidental and unauthorized access to University Records ?

3. What safeguards does Proposer have in place to prevent the unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of University Records?

4. What procedures and safeguards does Proposer have in place for sanitizing and disposing of University Records according to prescribed retention schedules or following the conclusion of a project or termination of a contract to render University Records unrecoverable and prevent accidental and unauthorized access to University Records? Describe the degree to which sanitizing and disposal processes addresses University data that may be contained within backup systems. If University data contained in backup systems is not fully sanitized, describe processes in place that would prevent subsequent restoration of backed-up University data.

**Data Transmission**

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

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

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

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

**Notification of Security Incidents**

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

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

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

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

**Compliance with Applicable Legal & Regulatory Requirements**

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

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

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

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

1. Electronic and information resources are defined in Section 2054.451, *Texas Government Code* ([link](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2054.htm#2054.451)) and Title 1, Rule §213.1 (6) of the *Texas Administrative Code* ([link](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=1)). [↑](#footnote-ref-2)
2. Voluntary Product Accessibility Templates are defined in Title 1, Rule §213.1 (19) of the *Texas Administrative Code* ([link](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=1)). For further information, see this [link](http://www.itic.org:8080/dotAsset/5644ecd2-5024-417f-bc23-a52650f47ef8.doc) to a VPAT document provided by the Information Technology Industry Council. [↑](#footnote-ref-3)