

# **REQUEST FOR PROPOSAL**

**by**

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

**for**

**Selection of a Vendor to Provide  
Consulting Services**

**related to**

**Implementation Services for Meditech modules, PCS, BMV & ORM**

**RFP No. 785-12-005**

**Submittal Deadline: September 21, 2011**

Issued: August 24, 2011

REQUEST FOR PROPOSAL

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## **SECTION 1**

### **INTRODUCTION**

#### **1.1 Description of University**

The site where The University of Texas Health Science Center at Tyler (“**University**”) stands today – 614 acres located northeast of Tyler, Texas – is rich in history. Activated in 1943 as Camp Fannin, a World War II infantry-training base, more than 100,000 men were prepared for combat. During the height of the war, troop capacity was slightly over 18,000 soldiers. A camp hospital had 1,074 beds. The camp also served as a prisoner of war camp.

The 50th Texas Legislature chartered the East Texas Tuberculosis Sanatorium in 1947. The first tuberculosis patients were admitted in 1949. The 62nd Texas Legislature renamed the institution the East Texas Chest Hospital in 1971, and designated it a primary referral facility in Texas for treatment of pulmonary and heart disease.

In 1977, the institution joined The University of Texas System, becoming The University of Texas Health Science Center at Tyler. The primary mission of this academic medical center – governed by the UT System Board of Regents -- is three-fold: patient care, research, and education in the treatment of pulmonary and heart disease. The academic medical center consists of a 125-bed hospital and associated outpatient clinics.

#### **1.2 Background and Special Circumstances**

Implementation Services for Meditech’s advanced clinical modules PCS, BMV, and ORM for Client Server version 5.64 or higher. These services will include, at a minimum, a dedicated project manager rollout PCS nursing documentation in the Emergency Department (ED). Implementation of PCS, BMV, and ORM to begin no later than November 1, 2011 and be completed prior to Nov 1, 2012

#### **1.3 Objective of this Request for Proposal**

The University of Texas Health Science Center at Tyler (“**University**”) is soliciting proposals in response to this Request for Proposal for Selection of a Vendor to Provide Consulting Services related to Implementation Services for MEDITECH modules, PCS, BVM & ORM, RFP No.785-12-005 (this “**RFP**”), from qualified vendors to provide Consulting services (the “**Services**”) related to Implementation Services for MEDITECH modules, PCS, BVM & ORM . The Services, which are more specifically described in **Section 5.4** (Scope of Work) of this RFP, include (1) Implementation Services for Meditech advanced clinical modules PCS, BMV, and ORM for Client Server version 5.64 or higher. These services will include, at a minimum, a dedicated project manager; (2) Rollout PCS nursing documentation in the ED; and (3) Implementation of PCS, BMV, and ORM to begin no later than November 1, 2011 and be completed prior to November 1, 2012.

#### **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.

## **SECTION 2**

### **NOTICE TO PROPOSER**

#### **2.1 Submittal Deadline**

University will accept proposals submitted in response to this RFP until 2:30p.m., Central Prevailing Time on September 21, 2011 (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**”):

University of Texas Health Science Center at Tyler  
11937 US Hwy 271  
Tyler, Texas 75708  
Attn: Purchasing Department  
Purchasing@uthct.edu

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to University Contact. University Contact must receive all questions or concerns no later than September 8, 2011. University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

#### **2.3 Criteria for Selection**

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

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

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

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

##### **2.3.1 Threshold Criteria Not Scored**

2.3.1.1 Ability of University to comply with laws regarding Historically Underutilized Businesses; and

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

2.3.2 Scored Criteria

- 2.3.2.1 the cost of goods and services; 35%
- 2.3.2.2 the reputation of the Proposer and of the Proposer's goods or services; 20%
- 2.3.2.3 the quality of the Proposer's goods or services; 10%
- 2.3.2.4 the extent to which the goods or services meet the University's needs; 10%
- 2.3.2.5 the Proposer's past relationship with the University; 5%
- 2.3.2.6 the responses to the questions posed or information requested in **Section 5** of this RFP: 10%
- 2.3.2.7 the Proposer's exceptions to the terms and conditions set forth in **Section 4** of this RFP 10%

In accordance with Section 361.965(d), *Health and Safety Code*, and in addition to any other preferences provided under other laws of the State of Texas, the University shall give special preference to a Proposer that demonstrates that it has a program to recycle the computer equipment of other manufacturers, including collection events and manufacturer initiatives to accept computer equipment labeled with another manufacturer's brand. (ref. **Section 5.3.5** of this RFP.)

**2.4 Key Events Schedule**

Issuance of RFP	August 24, 2011
Deadline for Questions/Concerns (ref. <b>Section 2.2</b> of this RFP)	September 8, 2011
Submittal Deadline (ref. <b>Section 2.1</b> of this RFP)	2:30 p.m. Central Prevailing Time on, September 21, 2011

**2.5 Historically Underutilized Businesses**

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

- 2.5.2 University has reviewed this RFP in accordance with Title 34, *Texas Administrative Code*, Section 20.13 (a), and has determined that subcontracting opportunities are probable under this RFP.
- 2.5.3 A HUB Subcontracting Plan (“HSP”) is required as part of Proposer’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses attached as **APPENDIX THREE** and incorporated for all purposes.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including **APPENDIX THREE**. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with Section 2161.252, Government Code.*

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

- 2.5.4 Proposer must submit three (3) originals of the HSP to University at the same time it submits its proposal to University (ref. **Section 3.2** of this RFP.) The three (3) 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 three 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.

## SECTION 3

### SUBMISSION OF PROPOSAL

#### 3.1 Number of Copies

Proposer must submit a total of seven (7) complete and identical copies of its *entire* proposal. 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:

University of Texas Health Science Center at Tyler  
11937 US Hwy 271  
Tyler, TX 75708  
Attn: Purchasing Department  
[Purchasing@uthct.edu](mailto:Purchasing@uthct.edu)

#### 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 Specifications and Additional Questions (ref. **Section 5** 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. Specifications and Additional Questions (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 Signed and Completed Addenda Checklist (ref. Section 4 of **APPENDIX ONE**)
- 3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5** of this RFP)
- 3.5.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** of this RFP and **APPENDIX THREE**).



**SECTION 4**

**GENERAL TERMS AND CONDITIONS**

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any contract or agreement that results from this RFP.

**SECTION 5****SPECIFICATIONS AND ADDITIONAL QUESTIONS****5.1 General**

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

**5.2**

- 5.2.1 Proven experience in implementing Meditech PCS, BMV, and ORM in the requested version of this RFP;
- 5.2.2 Proven experience in process redesign as it applies to implementing Meditech PCS, BMV, and ORM
- 5.2.3 Ability to adequately staff and maintain staffing during the implementation.

**5.3 Additional Questions Specific to this RFP**

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

- 5.3.1 If Proposer takes exception to any terms or conditions set forth in **Section 4** of this RFP, Proposer will submit a list of the exceptions.
- 5.3.2 Proposer must identify and submit resumes of actual candidate(s) being proposed to staff the team.
- 5.3.3 Proposer must include a description of the Proposer’s implementation methodology and execution strategy in its proposal in response to this RFP.
- 5.3.4 Proposer will use the PCS module as the baseline for all other advanced clinical rollouts at University. Please provide a detailed description on how the Proposer will understand the setup, configuration and content of the PCS environment as it pertains to University and incorporate the remaining advanced clinical areas into the design process. Include in the description how the Proposer will ensure common setup and development across departments to realize economies of scale, consistency, and commonality.
- 5.3.5 Proposer will assist in facilitating collaboration, cooperation and common configuration and development among the departments. Please provide a description on how the Proposer would approach ensuring collaboration, cooperation and common configuration and development is realized during the project.
- 5.3.6 University wants to exploit the capabilities of the software as it is designed and to encourage the university departments to rethink and reengineer work processes and flow around ‘best practices’ as implemented by the software. We are especially interested in how the Proposer will address situations where clinical areas may perceive that its specific requirements cannot be met by the base

software. Please describe your approach to determining the need for, minimizing and prioritizing modifications.

- 5.3.7 Of particular concern is controlling project 'Scope Creep'. Proposer will describe strategies as to how project scope can be successfully managed and changes minimized.
- 5.3.8 Proposer will make a recommendation sequence/strategy for implementing the Meditech software modules PCS, BMV, and ORM. Proposer will describe the sequences that have been used successfully at other sites. We acknowledge that the implementation is complex and require the execution of a number of parallel activities. It is also understood that sequencing is necessary based on a number of factors, including operational calendars and product dependencies.
- 5.3.9 Proposer will provide a representative project organization chart showing the respondent staff proposed to be actively engaged on the project using a model to take advantage of collaboration, common configuration and economies of scale between clinical areas. In addition, identify university staff roles and additional recommended in-house resources (in both technical and functional areas) that University should consider for the successful completion of this project based on Proposer's past engagements. Include representative job titles, numbers and percentages of dedication for all university employees recommended for this project.
- 5.3.10 Proposer shall describe how they would develop a communication plan for the project.
- 5.3.11 Proposer shall provide a recommendation on a training plan for the project team members. This should include functional and technical Meditech curriculum.
- 5.3.12 Proposer shall describe how they would manage issue resolution within the project and between the proposer and University.
- 5.3.13 Proposer shall describe its service support philosophy, how is it implemented, and how Proposer measures its success in maintaining this philosophy

#### **5.4 Scope of Work**

Contractor will provide the following services to University:

- 5.4.1 Implementation Services for Meditech's advanced clinical modules PCS, BMV, and ORM for Client Server version 5.64 or higher. These services will include, at a minimum, a dedicated project manager
- 5.4.2 Rollout PCS nursing documentation in the ED
- 5.4.3 Implementation of PCS, BMV, and ORM to begin no later than November 1, 2011 and completed prior to Nov 1, 2012

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

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

**Ref.:** Consulting Services related to the implementation Services for MEDITECH modules, PCS, BMV & ORM

**RFP No.:** 785-12-005

Ladies and Gentlemen:

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

**6.1 Pricing for Services Offered**

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

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**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.

Contractor understands and agrees that payments under the Agreement may be subject to the withholding requirements of Section 3402(t) of the Internal Revenue Code.

Respectfully submitted,

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

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

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

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

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

**APPENDIX ONE**  
**PROPOSAL REQUIREMENTS**

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## SECTION 1

GENERAL INFORMATION**1.1 Purpose**

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

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

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

**1.2 Inquiries and Interpretations**

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

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

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

**1.3 Public Information**

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

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

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (*Government Code*, Chapter 552.001, et seq.). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

**1.4 Type of Agreement**

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

**1.5 Proposal Evaluation Process**

University will select Contractor by using the competitive sealed proposal process described in this Section. University will open the HSP Envelope submitted by a Proposer prior to opening the Proposer's proposal in order to ensure that the Proposer has submitted the number of completed and signed originals of the Proposer's HUB Subcontracting Plan ("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, unless otherwise expressly agreed in writing. 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** of this 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** of this 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 ("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)

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 an 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 an 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 \_\_\_\_\_

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: \_\_\_\_\_



**APPENDIX TWO**  
**AGREEMENT**  
**SEE ATTACHED**

**APPENDIX THREE**

**THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER  
AT TYLER  
September 1, 2007**

**APPENDIX 3**

**EXHIBIT H**

**POLICY ON UTILIZATION  
HISTORICALLY UNDERUTILIZED  
BUSINESSES**

**PROFESSIONAL SERVICES**



**The University of Texas Health Center at Tyler  
Policy on Utilization of Historically Underutilized Businesses (HUBs)**

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**THE UNIVERSITY OF TEXAS HEALTH CENTER AT TYLER**  
**Office of HUB Development**

**POLICY ON UTILIZATION OF  
HISTORICALLY UNDERUTILIZED BUSINESSES (HUBs)**

**Introduction**

In accordance with the Texas Government Code, Sections 2161.181-182 and Title 34, Section 20.11 of the Texas Administrative Code (TAC), The Board of Regents of The University of Texas Health Center at Tyler, acting through the Office of HUB Development shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction services, including professional and consulting services; and commodities contracts. The HUB Rules, promulgated by the Texas Comptroller of Public Accounts (the "Texas Comptroller"), set forth in 34 TAC Sections 20.11-20.28, encourage the use of HUBs by implementing these policies through race-, ethnic- and gender-neutral means.

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the following goals as specified in the State of Texas Disparity Study:

- 11.9% for heavy construction other than building contracts;
- 26.1% for all building construction, including general contractors and operative builders contracts;
- 57.2% for all special trade construction contracts;
- 20% for professional services contracts
- 33% for all other services contracts, and
- 12.6% for commodities contracts.

The University of Texas Health Center at Tyler shall make a good faith effort to meet or exceed these goals to assist HUBs in receiving a portion of the total contract value of all contracts that U. T. Health Center expects to award in a fiscal year. The University of Texas Health Center at Tyler may achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161, Subchapter F.

**SUMMARY OF REQUIREMENTS**  
**Historically Underutilized Business (HUBs) Subcontracting Plan**

It is the policy of The University of Texas Health Center at Tyler and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUBs) in all contracts. Accordingly, The University of Texas Health Center at Tyler has adopted "EXHIBIT H, Policy on Utilization of Historically Underutilized Businesses". The Policy applies to all contracts with an expected value of \$100,000 or more. The Board of Regents of The University of Texas Health Center at Tyler is the contracting authority.

1. In all contracts for professional services, contracting services, and/or commodities with an expected value of \$100,000 or more, The University of Texas Health Center at Tyler (“U.T. Health Center Tyler” or the “University”) will indicate in the purchase solicitation (e.g. RFQ, RFP, or CSP) whether or not U.T. Health Center Tyler has determined that subcontracting opportunities are probable in connection with the contract. A HUB Subcontracting Plan is a required element of the architect, contractor or vendor Response to the purchase solicitation. The HUB Subcontracting Plan shall be developed and administered in accordance with the Policy. **Failure to submit a required HUB Subcontracting Plan will result in rejection of the Response.**
2. If subcontracting opportunities are probable, U.T. Health Center Tyler will declare such probability in its invitations for bids, requests for proposals, or other purchase solicitation documents, and shall require submission of the appropriate HUB Subcontracting Plan with the Response.
  - a. When subcontracting opportunities are probable, and the Respondent proposes to subcontract any part of the work, the Respondent shall submit a **HUB Subcontracting Plan as prescribed by the Texas Comptroller** identifying subcontractors **[[34 TAC §20.14 (d)(1)(A)(B)(C)(D)(2)(A)(B)(C)(D)(E)(3)(A)(B)].**
  - b. When subcontracting opportunities are probable, but the Respondent can perform such opportunities with its employees and resources, the Respondent’s HUB Subcontracting Plan shall include **the Self Performance HUB Subcontracting Plan, Section 9 – Self Performance Justification as the HUB Subcontracting Plan (HSP).** **[34 TAC §20.14 (d)(4)(A)(B)(C)(D)].**
3. If subcontracting opportunities are not probable, U.T. Health Center Tyler will declare such probability in its invitations for bids, requests for proposals, or other purchase solicitation documents and shall require submission of the appropriate HUB Subcontracting Plan with the Response.
  - a. When subcontracting opportunities are not probable, and the Respondent proposes to perform all of the work with its employees and resources, the Respondent shall submit a HUB Subcontracting Plan that includes **the Self Performance HUB Subcontracting Plan, Section 9 – Self Performance Justification as the HUB Subcontracting Plan (HSP).**
  - b. When subcontracting opportunities are not probable, but the Respondent proposes to subcontract any part of the work, the Respondent shall submit a **HUB Subcontracting Plan as prescribed by the Texas Comptroller** identifying subcontractors.
4. Respondents shall follow, but are not limited to, procedures listed in the Policy when developing a HUB Subcontracting Plan.
5. In making a determination whether a good faith effort has been made in the development of the required HUB Subcontracting Plan, U.T. Health Center Tyler shall follow the procedures listed in the Policy. If accepted by the University, the HUB Subcontracting Plan shall become a provision of the Respondent's contract with The University of Texas Health Center at Tyler. **Revisions necessary to clarify and enhance information submitted in the original HUB subcontracting plan may be made in an effort to determine good faith effort.** Any revisions after the submission of the HUB Subcontracting Plan shall be approved by the HUB Coordinator.
6. **Competitive Sealed Proposals (CSPs)** Respondents shall submit a HUB Subcontracting Plan (packaged separately) twenty-four (24) hours following the Response submission date and time or as prescribed by the project manager.
7. **D/B and CM@Risk Responses:** Respondents to a “design build” or “construction manager-at-risk” purchase solicitation shall include the Letter of HUB Commitment in their Response attesting that the Respondent has read and understands the Policy on Historically Underutilized Businesses

(HUBs), and a HUB Subcontracting Plan for all preconstruction and construction services includes **HUB Subcontracting Plan as prescribed by the Texas Comptroller specific to construction services identifying first, second and third tier subcontractors.** Respondents proposing to perform Part I services with their own resources and employees shall submit, as part of their HSP, **the Self Performance Justification.**

8. **D/B and CM@Risk HUB Contract Requirements:** Contractors engaged under design-build and construction manager-at-risk contracts shall submit a HUB Subcontracting Plan for all Construction Phase Services, and, must further comply with the requirements of this Policy by developing and submitting a HUB Subcontracting Plan for each bid package issued in buying out the guaranteed maximum or lump sum price of the Project. The HUB Subcontracting Plans shall identify first, second and third tier subcontractors.
9. The University of Texas Health Center at Tyler shall reject any Response that does not include a fully completed HUB Subcontracting Plan, as required. **An incomplete HUB Subcontracting Plan is considered a material failure to comply with the solicitation for proposals.**
10. Changes to the HUB Subcontracting Plan. Once a Respondent's HUB Subcontracting Plan is accepted by U.T. Health Center Tyler and becomes a provision of the contract between Respondent and U.T. Health Center Tyler, the Respondent can only change that HUB Subcontracting Plan if (a) the Respondent complies with 34 TAC Section 20.14; (b) the Respondent provides its proposed changes to U.T. Health Center Tyler for review; (c) U.T. Health Center Tyler (including U.T. Health Center Tyler's HUB Coordinator) approves Respondent's proposed changes to its HUB Subcontracting Plan; and (d) U.T. Health Center Tyler and the Respondent amend their contract (via a writing signed by authorized officials of both parties) in order to replace the contract's existing HUB Subcontracting Plan with a revised HUB Subcontracting Plan containing the changes approved by U.T. Health Center Tyler.
11. Expansion of Work. If, after entering into a contract with a Respondent as a result of a purchase solicitation subject to the Policy, U.T. Health Center Tyler wishes to expand the scope of work that the Respondent will perform under that contract through a change order or any other contract amendment (the "Additional Work"), U.T. Health Center Tyler will determine if the Additional Work contains probable subcontracting opportunities not identified in the initial purchase solicitation for that contract. If U.T. Health Center Tyler determines that probable subcontracting opportunities exist for the Additional Work, then the Respondent must submit to U.T. Health Center Tyler an amended HUB Subcontracting Plan covering those opportunities that complies with the provisions of 34 TAC Section 20.14. Such an amended HUB Subcontracting Plan must be approved by U.T. Health Center Tyler (including U.T. Health Center Tyler's HUB Coordinator) before (a) the contract may be amended by U.T. Health Center Tyler and the Respondent to include the Additional Work and the amended HUB Subcontracting Plan and (b) the Respondent performs the Additional Work. If a Respondent subcontracts any of the additional subcontracting opportunities identified by U.T. Health Center Tyler for any Additional Work (i) without complying with 34 TAC Section 20.14 or (ii) before U.T. Health Center Tyler and that Respondent amend their contract to include a revised HUB Subcontracting Plan that authorizes such subcontracting, then the Respondent will be deemed to be in breach of its contract with U.T. Health Center Tyler. As a result of such breach, U.T. Health Center Tyler will be entitled to terminate its contract with the Respondent, and the Respondent will be subject to any remedial actions provided by Texas law, including those set forth in Chapter 2161, Texas Government Code, and 34 TAC Section 20.14.

University may report a Respondent's nonperformance under a contract between that Respondent and U.T. Health Center Tyler to the Texas Comptroller in accordance with 34 TAC Sections 20.101 through 20.108.

12. A Response may state that the Respondent intends to perform all the subcontracting opportunities with its own employees and resources in accordance with the Policy. However, if such a

Respondent enters into a contract with U.T. Health Center Tyler as a result of such a Response but later desires to subcontract any part of the work set forth in that contract, before the Respondent subcontracts such work it must first change its HUB Subcontracting Plan in accordance with the provisions of Section 10 above .

13. The University of Texas Health Center at Tyler shall require a professional services firm, contractor or vendor to whom a contract has been awarded to report the identity and the amount paid to its subcontractors on a monthly basis using a **HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR)** as a condition for payment.
14. If the University determines that the successful Respondent failed to implement an approved HUB Subcontracting Plan in good faith, U.T. Health Center Tyler, in addition to any other remedies, may report nonperformance to the Texas Comptroller in accordance with 34 TAC, Section 20.14, (d) (13) related remedies of nonperformance to professional services firms, contractor, and vender implementation of the HUB Subcontracting Plan.
15. In the event of any conflict between this “Summary of Requirements” and the remainder of the HUB Policy, the remainder of the HUB Policy will control.
16. For additional information contact Crystal Smith, HUB Coordinator, The University of Texas Health Center at Tyler , 903/877-7718 or 7115.

**Professional Services HSP  
Summary of Attachments Required from Respondents**

	Letter of Transmittal Page 8	Letter of HUB Commitment Page 9	HUB Subcontracting Plan (HSP) Pages 10-12	Progress Assessment Report (PAR) Page 13
<b>1. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE PROBABLE.</b>				
<b>1. A. Respondent Proposes Subconsultants:</b> Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable</u> .	X		X	
<b>1. B. Respondent Proposes Self-Performance:</b> Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable</u> , but the Respondent can perform such opportunities with its employees and resources.	X		X	
<b>2. UT HEALTH CENTER TYLER DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE NOT PROBABLE.</b>				
<b>2. A. Respondent Proposes Self-Performance:</b> Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are not probable</u> , but the Respondent can perform such opportunities with its employees and resources.	X		X	
<b>2. B. Respondent Proposes Subconsultants:</b> Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are not probable</u> but the Respondent proposes to subcontract any part of the work.	X		X	
<b>3. Indefinite Duration/Indefinite Quantity Contracts:</b> Submit with initial qualifications. Attachments required from the Respondent prior to contract execution for each contract associated with a solicitation for miscellaneous services.		X	X	
<b>4. Changes in the HUB Subcontracting Plan After Award:</b> Attachments required from the				



Respondent to whom a contract has been awarded if it desires to make changes to the approved HUB Subcontracting Plan.			X	
<b>5. Reporting:</b> Progress Assessment Report (PAR) required with all payment requests. The submittal of this attachment is a condition of payment.				X

RESPONDENT'S BUSINESS LETTERHEAD)

Date

Mrs. Crystal Smith  
Hub Coordinator  
The University of Texas Health Center at Tyler  
11937 US Hwy 271  
Tyler, TX 75708

Re: Historically Underutilized Business Plan for (Project Title)  
Project Number \_\_\_ - \_\_\_

Dear Mrs. Smith,

**In accordance with the requirements outlined in the specification section "HUB Participation Program," I am pleased to forward this HUB Subcontracting Plan as an integral part of our response in connection with your invitation for Request for Qualifications referencing the above project.**

I have read and understand The University of Texas Health Center at Tyler Policy on Utilization of Historically Underutilized Businesses (HUBs). I also understand the State of Texas Annual Procurement Goal according to 34 Texas Administrative Code Section 20.13 is 20% for professional services contracts.

This HUB Subcontracting Plan includes \_\_\_ Subcontracting Opportunities [*refer to Section 2, page 10*] representing \_\_\_ (no. of subconsultants) subconsulting disciplines with a total dollar value of \_\_\_\_\_. These figures represent a cumulative percentage of \_\_\_\_\_%, representing \_\_\_\_\_% for minority-owned HUBs and \_\_\_\_\_% for women-owned HUBs. When a HUB is owned by minority women, I have classified that HUB as minority-owned rather than women-owned.

I understand the above HUB percentages must represent Texas Comptroller HUB certification standards. For each of the listed HUB firms, I have attached a Texas Comptroller Certification document, or, if the HUB is certified by another Texas Comptroller approved certifying agency, a copy of their approved certification document.

By completion of Section 8 of the HUB Subcontracting Plan, I affirm my intent to utilize the subconsultants selected to perform the scope of work to be subcontracted.

Should we discover additional subconsultants claiming Historically Underutilized Business status during the course of this contract we will notify you of the same. In addition, if for some reason a HUB is unable to fulfill its contract with us, we will notify you immediately in order to take the appropriate steps to amend this contractual obligation.

Sincerely,

(Project Executive)

cc: Project Manager



# HUB SUBCONTRACTING PLAN (HSP)

In accordance with Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: **11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.**

## -- Agency Special Instructions/Additional Requirements --

- Respondents shall submit a completed HUB Subcontracting Plan (HSP) to be considered responsive (pages 10, 11 & 12). Failure to submit a completed HSP shall result in the bid, proposal or other expression of interest to be considered NON-responsive.
- Respondents who intend to Self-Perform all of their work shall submit an HSP for Self-Performance (pages 10, 11, & 12).
- HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR) shall be submitted with each request for payment as a condition of payment.

### SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. Solicitation #: \_\_\_\_\_

### SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- Yes, I will be subcontracting portion(s) of the contract.  
 (If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)
- No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.  
 (If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
( #1) -	(#11) -
( #2) -	(#12) -
( #3) -	(#13) -
( #4) -	(#14) -
( #5) -	(#15) -
( #6) -	(#16) -
( #7) -	(#17) -
( #8) -	(#18) -

( #9) -	(#19) -
(#10) -	(#20) -

\*If you have more than twenty subcontracting opportunities, a continuation page is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage1.doc>

**IMPORTANT:** You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/proq/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

**SECTION 3 - SUBCONTRACTING OPPORTUNITY**

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # \_\_\_\_\_ Description: \_\_\_\_\_

**SECTION 4 - MENTOR-PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

- Yes (If Yes, complete SECTION 8 and 10.)  - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

**SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY**

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

- Yes (If Yes, complete SECTION 8 and 10.)  - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

*In accordance with Gov't Code §2254.002, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.*

**SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/proq/hub/mwb-links-1/>. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, **and** provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

**SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY**

List **three (3)** State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

**SECTION 8 - SUBCONTRACTOR SELECTION**

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

**\*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:**

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**SECTION 9 - SELF PERFORMANCE JUSTIFICATION**

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

- **Yes** If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.
- **No** If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

**SECTION 10 - AFFIRMATION**

10

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.





**TEXAS MINORITY ORGANIZATIONS AND CONTACT LIST**

***Texas Association of Mexican American Chambers of Commerce***

<u>Chamber</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>	<u>F</u>
Camara de Comercio Hispana de Amarillo	P.O. Box 1861	Amarillo	79105	806-379
Arlington Hispanic Chamber of Commerce	P.O. Box 2200	Arlington	76004	817-461
Greater Austin Hispanic Chamber of Commerce	3000 S. IH 35, Ste 305	Austin	78704	512-476
Hispanic Chamber of Commerce of Greater Baytown	P.O. Box 815	Baytown	77522	281-422
Bee County Area Hispanic Chamber of Commerce	1400 W. Corpus Christi, Ste 15	Beeville Corpus Christi	78102 78465	361-362 361-887
Corpus Christi Hispanic Chamber of Commerce	P.O. Box 5523	Dallas	75219	217-521
Greater Dallas Hispanic Chamber of Commerce	4622 Maple Ave, Ste 207	Denton	76205	940-484
Denton Hispanic Chamber of Commerce	2412 Old North Rd., Ste 104	Eagle Pass	78852	830-757
Eagle Pass Hispanic Chamber of Commerce	P.O. Box 3040	Edinburg	78540	956-383
Edinburg Hispanic Chamber of Commerce	P.O. Box 4073	El Paso	79901	915-566
El Paso Hispanic Chamber of Commerce	201 E. Main Ste 100	Fort Stockton	79735	915-336
Fort Stockton Hispanic Chamber of Commerce	106 N. Main	Fort Worth	76106	817-625
Fort Worth Hispanic Chamber of Commerce	1327 N. Main	Grand Prairie	75050	972-642
Grand Prairie Hispanic Chamber of Commerce	114 NE 4th St.	Harlingen	78553	956-421
Harlingen Hispanic Chamber of Commerce	P.O. Box 530967	Houston	77087	713-644
Houston Hispanic Chamber of Commerce	2900 Woodridge Dr. Ste 312	Kingsville	78363	361-592
Kleberg County Hispanic Chamber of Commerce	111 N. 5th St.	Laredo	78402	956-722
Laredo Chamber of Commerce	P.O. Box 790	Lockhart	78644	512-507
Caldwell County Hispanic Chamber of Commerce	P.O. Box 147	Lubbock	79401	806-762
Lubbock Hispanic Chamber of Commerce	1302 Main, Ste 102	McAllen	78504	956-928
McAllen Hispanic Chamber of Commerce	P.O. Box 721025	Midland New	79701 78130	432-682 512-428
Midland Hispanic Chamber of Commerce	208 S. Marienfield Ste 100	Braunfels	78130	512-428
Greater Hispanic Chamber of Commerce of Comal County	1115 Mahan Circle	Odessa	79760	432-335
Mexican American Network of Odessa (MANO)	P.O. Box 2309	Pleasanton	78064	210-824
Greater Pleasanton-Atascosa Hispanic Chamber of Commerce	Rt. 1, Box 55JF	Port Arthur	78642	409-983
Golden Triangle Hispanic Chamber of Commerce	3046 Procter St	Rio Grande City	78582	956-487
Rio Grande City Chamber of Commerce	P.O. Box 2	San Antonio	78205	210-225
San Antonio Hispanic Chamber of Commerce	318 W. Houston Ste 300	San Marcos	78667	512-353
San Marcos Hispanic Chamber of Commerce	P.O. Box 1051	Seguin	78155	830-372
Seguin-Guadalupe County Hispanic Chamber of Com	P.O. Box 1154	Victoria	77901	361-575
Greater Victoria Hispanic Chamber of Commerce	221 S. Main	Waco	76710	254-754
Cen-Tex Hispanic Chamber of Commerce	501 Franklin Ste 806			

***Texas Black Chambers of Commerce***

<u>Chamber</u>	<u>Address</u>	<u>City</u>	<u>ZIP</u>	<u>F</u>
Abilene Black Chamber of Commerce	P.O. Box 3572	Abilene	79604	915-673
Acres Home Citizens Chamber of Commerce	6130 Wheatley St.	Houston	77091	713-692
African American Chamber of Commerce of San Antonio	1717 N Loop 1604 East, Ste 220	San Antonio	78232	210-490
African American Chamber of Commerce of Victoria	1501 E. Mockingbird, Ste 104	Victoria	77904	361-575
Alamo City Chamber of Commerce	600 Hemisfair Plaza Way, #406-10	San Antonio	78205	210-226
Atlanta Negro Chamber of Commerce	P.O. Box 194	Atlanta	75551	903-796
Black Chamber of Commerce of Permian Basin	P.O. Box 1006	Odessa	79760	915-332
Capitol City African American Chamber of Commerce	5407 N. IH 35, Ste 304	Austin	78723	512-459
Central Texas African American Chamber of Commerce	P.O. Box 2516	Harker Heights	76548	254-698
Corpus Christi Black Chamber of Commerce	5658 Bear Lane	Corpus Christi	78408	361-298
Dallas Black Chamber of Commerce	2838 Martin Luther King Jr. Blvd	Dallas	75216	214-421

Denton Black Chamber of Commerce	602 S. Elm	Denton	76201	972-434
El Paso Black Chamber of Commerce	109 N. Oregon, Ste 212	El Paso	79901	915-534
Ennis Negro Chamber of Commerce	P.O. Box 1036	Ennis	75120	972-878
Fort Worth Metropolitan Black Chamber of Commerce	1150 S. Freeway, Rm 211	Fort Worth	76140	817-870
Heart of Texas Black Chamber of Commerce	P.O. Box 1485	Waco	76703	254-799
Houston Citizens Chamber of Commerce	2808 Wheeler	Houston	77004	713-522
Longview Metro Black Chamber of Commerce	303 Webb	Daingerfield	75638	903-645
Lubbock Black Chamber of Entrepreneurs, Inc	P.O. Box 1115	Lubbock	74408	806-763
Midland Black Chamber of Entrepreneurs, Inc.	P.O. Box 50473	Midland	79710	915-682
National Assoc. of African American Chambers of Commerce	P.O. Box 763926	Dallas	75376	214-871
Praire View Chamber of Commerce	P.O. Box 2875	Prairie View	77446	936-931
Texarkana Black Chamber of Commerce	600 Sowell Lane	Texarkana	75505	903-831
Tyler Metropolitan Chamber of Commerce	100 E. Ferguson, St 1013	Tyler	75702	903-593

**Associated General Contractors**

<u>Chapter</u>	<u>Address</u>	<u>City</u>	<u>ZIP</u>	<u>F</u>
Abilene AGC	1326 G South 14th P.O. Box 5365	Abilene	79602	325-676
Lubbock AGC	3004 B 50th St. P.O. Box 6265	Lubbock	79413	806-797
Midland AGC	1030 Andrews Hwy, 105 P.O. Box 7433	Midland	79701	432-520
Wichita Falls AGC	3100 Seymour Hwy., 214 P.O. Box 3434	Wichita Falls	76301	940-322
Austin AGC	609 South Lamar Blvd	Austin	78704	512-442
Houston AGC	3825 Dacoma St P.O. Box 662	Houston	77092	713-843
QUOIN a Chapter of AGC	11111 Stemmons Fwy	Dallas	75229	972-647
Rio Grande Valley AGC	P.O. Box 391	Harlingen	78551	956-423
San Antonio AGC	10806 Gulfdale	San Antonio	78216	210-349
El Paso AGC	4625 Ripley Dr.	El Paso	79922	915-585

**Other Minority Organizations**

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>ZIP</u>	<u>F</u>
Tarrant County Asian American Chamber of Commerce		Arlington		817-212
Women's Business Council		Arlington		817-299
Pan Asian American Chamber of Commerce Southwest		Arlington		817-543
Austin Asian American Chamber of Commerce	8711 Burnet Rd., Ste A-15	Austin	78757	512-407
The Woman's Chamber of Commerce of Texas	P.O. Box 26051	Austin	78755	512-338
Asian Construction Trades Association	4100 Ed Bluestein	Austin	78721	512-926
Austin Black Contractors Association	6448 Highway 290 East, Suite E107	Austin	78723	512-927
Hispanic Contractors Association of Austin	4100 Ed Bluestein	Austin	78721	512-929
National Association of Women in Construction	14101 W. Hwy 290	Austin	78737	512-922
Greater Dallas Asian American Chamber of Commerce	11171 Harry Hines Blvd, #115	Dallas	75229	972-241
Greater Dallas Korean Chamber of Commerce		Dallas		972-484
Hispanic Contractors of DFW	2818 Ruder St	Dallas	75212	214-954
Black Contractors Association		Dallas		214-260
DFW Minority Business Development		Dallas		214-688
African Chamber of Commerce of DFW		Dallas		214-421
DFW Minority Business Development Council		Dallas		214-630
Fort Worth Women's Business Center		Fort Worth		817-871
Taiwanese Chamber of Commerce of DFW		Fort Worth		817-261
Odessa Plan Room	2706 Henderson Ave	Odessa	79764	432-337

El Paso Community College Contract Opportunities Ctr		El Paso		915-831
Hispanic Contractors de San Antonio	4047 Naco Perrin, Ste 201-B	San Antonio	78217	210-444
Alamo Asian American Chamber of Commerce	12758 Cimarron Path, Ste 118	San Antonio	78249	210-641
Chamber of Commerce		Tyler		903-593
Concho Valley Plan Room	818 N. Bell	San Angelo	76905	325-655
Central South Texas Minority Business Council	912 Bastrop Hwy. Ste 101	Austin	78741	512-386
Texas Association of Mexican American Chambers of Commerce		Austin		512-444
American Indian Chamber of Commerce of Texas	10425 Olympic Drive	Dallas	75220	214-352
American Indian Chamber of Commerce of Texas	1205 Country Club Lane	Fort Worth	76112	817-429

***Selected List of HUB Resources on Web***  
**Agency/Organization**

<b><u>Agency/Organization</u></b>	<b><u>Resource</u></b>	<b><u>Web Site</u></b>
Texas Association of African American Chambers of Commerce:	Listing of African American chambers in Texas	<a href="http://www.taaacc.org">http://www.taaacc.org</a>
Texas Association of Mexican American Chambers of Commerce:	Listing of Hispanic Chambers in Texas	<a href="http://www.tamacc.org/chambers/inde">http://www.tamacc.org/chambers/inde</a>
Texas Women's Chamber of Commerce:	Database of selected women owned businesses	<a href="http://www.womenschambertexas.com">www.womenschambertexas.com</a>
Texas Asian Chamber of Commerce:	Database of selected Asian owned businesses	<a href="http://www.txasianchamber.org">www.txasianchamber.org</a>
Greater Dallas Asian American Chamber of Commerce:	Database of selected Asian owned businesses	<a href="http://www.qdaacc.com">www.qdaacc.com</a>
Austin Asian-American Chamber of Commerce	Database of selected Asian owned businesses	<a href="http://www.austinaacc.org">www.austinaacc.org</a>
Tarrant County Asian American Chamber of Commerce:	Database of selected Asian owned businesses	<a href="http://www.tcaacc.org">www.tcaacc.org</a>
(Houston) Asian Chamber of Commerce:	Database of selected Asian owned businesses	<a href="http://www.asianchamber-hou.org">www.asianchamber-hou.org</a>
U. S. Department of Commerce Minority Business Development Agency	Listing of minority business development centers	<a href="http://www.mbda.gov/?section_id=1&amp;">http://www.mbda.gov/?section_id=1&amp;</a>

***Plan Rooms***

<b><u>Organization</u></b>	<b><u>Address</u></b>	<b><u>City</u></b>	<b><u>ZIP</u></b>	<b><u>Phone</u></b>
City of Austin Dept. of Small & Minority Business Resources Office	4100 Ed Bluestein Blvd.	Austin	78721	512-974
Austin Black Contractors Association	4100 Ed Bluestein Blvd.	Austin	78721	512-927
D/FW Minority Business Development Council	2720 Stemmons Freeway	Dallas	75207	214-630
City of San Antonio Small Business Outreach	1901 South Alamo, Ste 283	San Antonio	78204	210-207
Houston Minority Business Development Center	2900 Woodridge, Ste 310	Houston	77087	713-644
Austin Minority Trades Association	4100 Ed Bluestein Blvd.	Austin	78721	512-927
Asian Construction Trades Association	4100 Ed Bluestein Blvd.	Austin	78721	512-926
Dallas Associated General Contractors	11111 Stemmons Freeway	Dallas	75229	972-247
El Paso Community College Contract Opportunities Center	1359 Lomaland, Room 521	El Paso	79935	915-831
McGraw Hill Construction	9155 Sterling, Ste 160	Irving	75063	214-819
El Paso Hispanic Chamber of Commerce	201 E. Main St., Ste 100	El Paso	79901	915-566
Houston Associated General Contractors	3825 Dacoma St.	Houston	77092	713-843
San Antonio Associated General Contractors	10806 Gulfdale	San Antonio	78216	210-349
McGraw Hill Construction	4101 Greenbriar, Ste 320	Houston	77098	713-529
Builders Exchange of Texas, Inc.	4047 Naco Perrin	San Antonio	78216	210-564
Rio Grande Valley Associated General Contractors	6918 W. Expressway 83	Harlingen	78552	956-423
South Texas Minority Business Opportunity Committee	2412 S. Clossner	Edinburg	78539	956-292
Texas Center for Border Economic & Enterprise Dev. (CEED)	301 Mexico Blvd. Room F6A	Brownsville	78520	956-548



## 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 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M, *Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate this Agreement and Contractor will refund to University all amounts University has paid under this Agreement within thirty (30) days after the termination date.

## APPENDIX 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 Microsoft products environment.

#### Basic Specifications

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

6. Upgrades and Patches: Describe Proposer's strategy regarding EIR upgrades and patches for both the server and, if applicable, the client software. Included Proposer's typical release schedule, recommended processes, estimated outage and plans for next version/major upgrade.

### **Security**

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

### **Integration**

5. 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 SSL connections to this directory service?
6. Does the EIR rely on Active Directory for group management and authorization or does the EIR maintain a local authorization/group database?
7. 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?
8. 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?
9. 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?
10. 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

11. Please complete the Voluntary Product Accessibility Template (“VPAT”) found at <http://www.itic.org/index.php?submenu=resources&src=gendocs&ref=vp&category=resources> and submit the VPAT with Proposer’s proposal.