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UT System RFP - Oracle-PeopleSoft Training & Documentation Services

****UPDATED 11/24/15****

Open Date: 11/30/15 02:00 PM

Agency Requisition Number: SIS11302015

NOTE: You will need to download all of the following files for complete specifications and other required document, including a HUB subcontracting plan(if required).

Help: Right Click to and choose "save file as" or "save target as" to your computer.

-**Package 1** size: 2226260 (in bytes) Type: Specification Format: Word for Windows 97

-**Package 2** size: 33959 (in bytes) Type: Additional Specification(s) Format: Word for Windows 97

****UPDATE 11/24/15 - Post FINAL Q&A (Package 2) ***UPDATE 11/18/15 - post Q&A (Package 2)** **RFP reposted 11/11/15 to add file to Exhibit C. Please download new RFP file and discard previous version** **RFP reposted to correct submittal date listed in Section 2.1. Please download new RFP file and discard previous version**** The University of Texas System ("University") is soliciting proposals in response to this Request for Proposal for Selection of a Vendor to Provide ERP: Oracle-PeopleSoft Training and Documentation Services related to the UT System implementation of PeopleSoft HCM, FSCM, Hyperion and Campus Solutions, RFP No. SIS11302015 (this "RFP"), from qualified vendors to provide training and documentation services (the "Services") related to PeopleSoft. The Services, which are more specifically described in Section 5.4 (Scope of Work) of this RFP, include (1) Business Process Guides; (2) UPK Training Material; and (3) Training Services.

Agency: UNIVERSITY OF TEXAS SYSTEM (720)

Open Date: 11/30/15 02:00 PM

Agency Requisition Number: SIS11302015

Previous Price Paid: N/A

Solicitation type: 14 Days or more for entire solicitation package

NIGP Commodity Code(s):

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Contact Information:

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Email: lgunn@utsystem.edu

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REQUEST FOR PROPOSAL

by

The University of Texas System Administration

for the

Selection of a Vendor to Provide

**ERP: Oracle-PeopleSoft
Training and Documentation Services**

related to

UT System PeopleSoft Implementation

RFP No. SIS11302015

Submittal Deadline: November 30, 2015

Issued: October 29, 2015

REQUEST FOR PROPOSAL

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(High-Level)

SECTION 1

INTRODUCTION

1.1 Description of University

The University of Texas System is (“University” or “UT System”) is the largest system of public higher education in Texas and is comprised of 14 institutions including both academic and health; located in all geographic regions of Texas, plus the UT System Administration office in Austin. The University of Texas System is a diverse community of institutions including major research universities, comprehensive academic universities, upper level institutions, comprehensive health science institutions and specialized hospitals.

In 1881, the Texas State Legislature established the “main System”, now known as The University of Texas at Austin, and a medical school known as The University of Texas Medical Branch at Galveston. From these origins, The University of Texas System has grown to include 14 institutions and employ more than 100,000 faculty and staff employees. Rich in heritage and tradition, the UT System currently provides instruction to more than 216,000 students and is a national leader in various research endeavors.

1.2 Background and Special Circumstances

The Board of Regents for the University of Texas first approved a shared services initiative in 2006 as a means of consolidating redundant information technology and business services in areas with multiple institutions in close proximity. The model is about more than just centralizing services; it allows for shared governance and permits greater flexibility.

The initiative is organized around three basic types of shared services: information technology (data center consolidation), business systems (software applications) and business processes. Shared Services consolidates redundant IT and business services in large organizations with multiple, geographically distributed units. Shared Services is distinct from mere centralization services in that it encompasses the concept of shared governance and permits greater flexibility and responsiveness. It creates incentives for participation and is overseen not just by UT System personnel, but also by representatives of the participating institutions.

The purpose of Shared Services is to provide a collaborative environment to support Shared Services Application Implementation and participating members from multiple UT institutions.

Governance of UT System Shared Services is via a collaborative approach that has been in place for several years. The governance structure includes (1) an Executive Committee comprised of the Chief Business Officers and Chief Information Officers of all participating UT institutions and is chaired by the UT System Executive Vice Chancellor for Business Affairs and (2) an Operating Committee comprised of the project managers from all participating UT institutions and that is chaired by the UT System Director of Enterprise Information System Shared Services. Each participating UT institution will also have an institution specific project structure which may include an executive committee, a steering committee, a project manager(s), and a project team. The PeopleSoft application environments are currently hosted and managed at a UT System Shared Data Center.

One of the UT System Shared Services initiatives was UTShare. This project implemented and deployed PeopleSoft Human Capital Management (HCM) and PeopleSoft Financials & Supply Chain (FSCM) v9.1 in a shared environment to the following academic institutions: The University of Texas at Brownsville (UTB), The University of Texas at Arlington (UTA), The University of Texas at El Paso (UTEP), The University of Texas at San Antonio (UTSA), The University of Texas at Tyler (UTT), The University of Texas at Permian Basin (UTPB) and The University of Texas System Administration (UTS). Additionally, The University of Dallas implemented the PeopleSoft HCM and FSCM v9.1 prior to the above UT Share project, but resides in its own environment. Likewise, the same PeopleSoft software will also be implemented and deployed to a new university in the Rio Grande Valley, The University of Texas Rio Grande Valley (UTRGV) (which will assume students from The University of Texas at Brownsville (UTB) and The University of Texas at Pan American (UTPA).

1.3 Objective of this Request for Proposal

The University of Texas System (“**University**”) is soliciting proposals in response to this Request for Proposal for Selection of a Vendor to Provide ERP: Oracle-PeopleSoft Training and Documentation Services related to the UT System implementation of PeopleSoft HCM, FSCM, Hyperion and Campus Solutions, RFP No. SIS10022015 (this “**RFP**”), from qualified vendors to provide training and documentation services (the “**Services**”) related to PeopleSoft. The Services, which are more specifically described in **Section 5.4** (Scope of Work) of this RFP, include (1) Business Process Guides; (2) UPK Training Material; and (3) Training Services.

1.4 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System (“UT System”), which is comprised of nine academic and six health universities described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

SECTION 2**NOTICE TO PROPOSER****2.1 Submittal Deadline**

University will accept proposals submitted in response to this RFP until 2:00 p.m., Central Prevailing Time on Monday, November 30, 2015 (the “**Submittal Deadline**”).

2.2 University Contact Person

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

Ms. Lindsay Gunn

The University of Texas System Administration

Shared Information Services

4201 North State Highway 161,

Suite 200

Irving, TX 75038

Email: lgunn@utsystem.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 21, 2015. University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection

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

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

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

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

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 Procurement

- 2.3.2.1.1 The purchase price of the goods or services
- 2.3.2.1.2 The reputation of the Proposer and of the Proposer's goods or services
- 2.3.2.1.3 The quality of the Proposer's goods or services
- 2.3.2.1.4 The extent to which the Proposer's goods or services meet the University's needs
- 2.3.2.1.5 The Proposer's past relationship with the University;
- 2.3.2.1.6 The total long-term cost to the University of acquiring the Proposer's goods or services

2.3.2.2 General Terms and Conditions

- 2.3.2.2.1 The Proposer's exceptions to the terms and conditions set forth in **Section 4** of this RFP

2.3.2.3 Ability to Deliver Goods or Services

- 2.3.2.3.1 Demonstrated competence of the Proposer with PeopleSoft (PS) User Productivity Kit (UPK) software to provide documentation and training material and content
- 2.3.2.3.2 Proposer's experience in performance of comparable engagements with training and documentation efforts similar in scope.
- 2.3.2.3.3 Proposer's conformance with the terms of the specifications and additional questions set forth in **Section 5** of this RFP
- 2.3.2.3.4 Proposer's expertise and availability of key personnel
- 2.3.2.3.5 Proposer's reasonableness of price

2.4 Key Events Schedule

Issuance of RFP	October 29, 2015
Deadline for Questions/Concerns (ref. Section 2.2 of this RFP)	November 12, 2015
Submittal Deadline (ref. Section 2.1 of this RFP)	2:00 p.m. Central Prevailing Time on November 30, 2015

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.

The HUB goal for this RFP is 26%.

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

Questions regarding the HSP may be directed to:

Contact: Ms. Amy Nemetz
 HUB Coordinator
 Phone: 512-499-4485,
 Email: anemetz@utsystem.edu

Contractor will not be permitted to change its HSP unless: (1) Contractor completes a newly modified version of the HSP in accordance with the terms of **APPENDIX TWO** 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 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 three (3) complete and identical copies of its *entire* proposal and one (1) electronic copy on a thumb drive. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

3.2 Submission

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

Ms. Jennifer Murphy
Director of Accounting & Purchasing Services
The University of Texas System Administration
210 West 6th Street
Room B.140E
Austin, TX 78701

3.3 Proposal Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of ninety (90) 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, the Terms and Conditions (ref. **Section 4** of this RFP), 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. Terms and Conditions (ref. **Section 4** of this RFP);
- 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 TWO**).

SECTION 4

GENERAL TERMS AND CONDITIONS

4.1 General

The terms and conditions contained in this **Section 4** or, in the sole discretion of University, terms and conditions substantially similar to these terms and conditions, will be included in any contract or agreement that results from this RFP (ref. **Section 1.4 of APPENDIX ONE**). If Proposer takes exception to any terms or conditions set forth in this **Section 4**, Proposer will submit a list of the exceptions as part of its proposal in accordance with **Section 5.3.1** of this RFP. Proposer's exceptions will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then University may consider Proposer's exceptions when University evaluates the Proposer's proposal.

As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the "**Contractor**."

4.2 Payment

University agrees to pay fees due under this Agreement in accordance with the Texas Prompt Payment Act ("**Act**"), Chapter 2251, *Government Code*. Pursuant to the Act, payment shall be deemed late on the 31st day after the later of: 1) the date the performance of the Services under this Agreement are completed, or 2) the date University receives an invoice for the Services. University will be responsible for interest on overdue payments equal to the sum of: 1) one percent, plus 2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year (University's fiscal year begins September 1) that does not fall on a Saturday or Sunday. University will have the right to verify the details set forth in Contractor's invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Contractor at mutually convenient times; (b) examining any reports with respect to the Project; and (c) other reasonable action. The cumulative amount of all payments will not exceed the amount of this Agreement.

4.3 Tax Exemption

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Services in accordance with Section 151.309, *Tax Code*, and Title 34 *Texas Administrative Code* ("**TAC**") Section 3.322.

4.4 Prompt Payment Discount

Notwithstanding any other provision of this Agreement, University is entitled to a "**Prompt Payment Discount**" of % off of each payment that University submits within days after University's receipt of Contractor's invoice for that payment.

4.5 Contractor's Obligations

4.5.1 Contractor will perform the Services in compliance with all applicable federal, state and local, laws, regulations, and ordinances. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, *Business and*

Commerce Code, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to University's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

- 4.5.2 Contractor represents, warrants and agrees that (a) it will use its best efforts to perform the Services in a good and workmanlike manner and in accordance with the highest standards of Contractor's profession or business, and (b) all of the Services to be performed will be of the quality that prevails among similar businesses of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances.
- 4.5.3 Contractor will call to University's attention in writing all information in any materials supplied to Contractor (by University or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.
- 4.5.4 Contractor warrants and agrees that the Services will be accurate and free from any material defects. Contractor's duties and obligations under this Agreement will at no time be in any way diminished by reason of any approval by University nor will Contractor be released from any liability by reason of any approval by University, it being agreed that University at all times is relying upon Contractor's skill and knowledge in performing the Services.
- 4.5.5 Contractor will, at its own cost, correct all material defects in the Services as soon as practical after Contractor becomes aware of the defects. If Contractor fails to correct material defects in the Services within a reasonable time, then University may correct the defective Services at Contractor's expense. This remedy is in addition to, and not in substitution for, any other remedy for defective Services that University may have at law or in equity.
- 4.5.6 Contractor will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Contractor will cause all persons connected with Contractor directly in charge of the Services to be duly registered and/or licensed under all applicable federal, state and local, laws, regulations, and ordinances. Contractor will assign to the Project a designated representative who will be responsible for the administration and coordination of the Services. Contractor will furnish efficient business administration and coordination and perform the Services in an expeditious and economical manner consistent with the interests of University.
- 4.5.7 Contractor represents that if (i) it is a corporation, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, limited liability partnership, or limited liability company then it has all necessary power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 4.5.8 Contractor represents and warrants that neither the execution and delivery of this Agreement by Contractor nor the performance of its duties and obligations under this Agreement will (a) result in the violation of any provision [i] if a corporation, of

Contractor's articles of incorporation or by-laws, [ii] if a limited liability company, of its articles of organization or regulations, or [iii] if a partnership, of any partnership agreement by which Contractor is bound; (b) result in the violation of any provision of any agreement by which Contractor is bound; or (c) to the best of Contractor's knowledge and belief, conflict with any order or decree of any court or other body or authority having jurisdiction.

- 4.5.9 Contractor represents and warrants that all of Contractor's Personnel contributing to the Work Material (ref. **Section 4.25**) under this Agreement will be required to (i) acknowledge in writing the ownership of Contractor (for the benefit of University) of the Work Material and each element thereof produced by the Personnel while performing services pursuant to this Agreement and (ii) make all assignments necessary to effectuate such ownership. "**Personnel**" means any and all persons associated with Contractor who provide any work or work product pursuant to this Agreement, including officers, managers, supervisors, full-time employees, part-time employees, and independent contractors.
- 4.5.10 Contractor represents and warrants that: (i) the Services will be performed solely by Contractor, its full-time or part-time employees during the course of their employment, or independent contractors who have assigned in writing all right, title and interest in their work to Contractor for the benefit of University; (ii) University will receive free, good and clear title to all Work Material developed under this Agreement; (iii) the Work Material and the intellectual property rights protecting the Work Material are free and clear of all encumbrances, including security interests, licenses, liens, charges or other restrictions; (iv) the Work Material will not infringe upon or violate any patent, copyright, trade secret, trademark, service mark or other property right of any former employer, independent contractor, client or other third party; and (v) the use, reproduction, distribution, or modification of the Work Material will not violate the rights of any third parties in the Work Material, including trade secret, publicity, privacy, copyright, trademark, service mark and patent rights.
- 4.5.11 If this Agreement requires Contractor's presence on University's premises or in University's facilities, Contractor agrees to cause its representatives, agents, employees and subcontractors to become aware of, fully informed about, and in full compliance with all applicable University rules and policies, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

4.6 Family Code Child Support Certification

Pursuant to Section 231.006, *Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

4.7 Tax Certification

If Contractor is a taxable entity as defined by Chapter 171, *Tax Code* ("Chapter 171"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

4.8 Payment of Debt or Delinquency to the State

Pursuant to Sections 2107.008 and 2252.903, *Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor 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.

4.9 Loss of Funding

Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "**Legislature**") and/or allocation of funds by the Board of Regents of The University of Texas System (the "**Board**"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University shall issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

4.10 Notices

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via registered or certified mail, overnight courier, confirmed facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below), and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one business day after delivery to the courier, (iii) if sent by facsimile (to the extent a facsimile number is set forth below), when transmitted, and (iv) if sent by email (to the extent an email address is set forth below), when received:

If to University: Office of Business Affairs
 The University of Texas System Administration
 Attention: Executive Vice Chancellor
 201 W. 7th Street
 Austin, TX 78701-2982

with copy to: Office of Shared Information Services
 The University of Texas System Administration
 Attention: Executive Director
 4201 North State Highway 161,
 Suite 200
 Irving, TX 75038

If to Contractor: _____

Attention: _____

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Agreement, if Contractor intends to deliver written notice to University pursuant to Section 2251.054, *Government Code*, then Contractor will send that notice to University as follows:

Dr. Scott C. Kelley
Executive Vice Chancellor for Business Affairs
The University of Texas System
201 West 7th Street
Austin, Texas 78701-2982
Fax: (512) 499-4289
Email: LegalNotices@utsystem.edu

with copy to: Office of Shared Information Services
The University of Texas System Administration
Attention: Dr. Dawn Stoyanoff, Executive Director
4201 North State Highway 161,
Suite 200
Irving, TX 75038
Fax: (469) 284-7411
Email: dstoyanoff@utsystem.edu

with copy to: Office of System Wide Info Services
The University of Texas System Administration
Attention: Ms. Margaret Knox
210 West 6th Street
CTJ 2.218
Austin, TX 78701
Fax: (512) 499-4953
Email: mknox@utsystem.edu

with copy to: Ms. Jennifer Murphy
 Director of Accounting & Purchasing
 The University of Texas System Administration
 220 West Seventh Street
 Austin, TX 78701

or other person or address as may be given in writing by University to Contractor in accordance with this Section.

4.11 State Auditor's Office

Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "**Auditor**"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation including providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

4.12 Venue; Governing Law

Travis County, Texas, shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

4.13 Breach of Contract Claims

4.13.1 To the extent that Chapter 2260, *Government Code*, as it may be amended from time to time ("**Chapter 2260**"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

4.13.1.1 Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor's notice will specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under subchapter C of Chapter 2260. The Chief Business Officer of University, or the

other officer of University as may be designated from time to time by University by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims.

4.13.1.2 If the parties are unable to resolve their disputes under Section 4.14.1.1, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by University.

4.13.1.3 Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, *Civil Practices and Remedies Code*. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.

4.13.2 The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, thereafter enacted or subsequently amended.

4.13.3 University and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

4.14 Compliance with Law

Contractor will perform the Services in compliance with all applicable federal, state and local, laws, regulations, and ordinances. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, *Business and Commerce Code*, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to University's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

4.15 Records

Records of Contractor's costs, any reimbursable expenses pertaining to the Services and payments will be available to University or its authorized representative during business hours and will be retained for four (4) years after final payment or abandonment of the Services, unless University otherwise instructs Contractor in writing.

4.16 Insurance

4.16.1 Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A- :VII or better, and in amounts not less than the following minimum limits of coverage:

4.16.1.1 Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

Workers' Compensation policy must include under Item 3.A. on the information page of the Workers' Compensation policy the state in which Work is to be performed for University.

4.16.1.2 Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 300,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

The required Commercial General Liability policy will be issued on a form that insures Contractor's and subcontractor's liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

4.16.1.3 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for Bodily Injury and Property Damage;

4.16.1.4 Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$3,000,000 aggregate. Such insurance will cover all Work performed by or on behalf of Contractor and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Contractor agrees to purchase an Extended Reporting Period Endorsement, effective twenty-four (24) months after the expiration or cancellation of the policy. No Professional Liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least twenty-four (24) months after the expiration or termination of this Agreement for any reason.

4.16.1.5 Contractor's Employee Dishonesty Insurance will be endorsed with a Client's Property Endorsement (or equivalent) to protect the assets and property of University with limits of not less than \$500,000 **per** claim. If Contractor has property of University in its care, custody or control away from University's premises, Contractor will provide Bailee coverage for the replacement cost of the property. Contractor's Employee Dishonesty policy will name University as Loss Payee.

4.16.1.6 Liability Insurance

4.16.1.6.1 Directors' and Officers' Liability Insurance with limits of not less than \$1,000,000 per claim. The coverage will be continuous for the duration of this Agreement and for not less than twenty-four (24) months following the expiration or termination of this Agreement.

4.16.1.6.2 Contractor will maintain Cyber Liability insurance with limits of not less than \$5,000,000 for each wrongful act, that provides coverage for:

- Liability for security or privacy breaches, including loss or unauthorized access to University Records, whether by Contractor or any of subcontractor or cloud service provider used by Contractor;
- Costs associated with a privacy breach, including consumer notification, customer support/crises management, and costs of providing credit monitoring services;
- Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties;
- Costs of restoring, updating or replacing UT data; Privacy liability losses connected to network security, privacy, and media liability.

Certificates of Insurance and Additional Insured Endorsements reflecting applicable limits, sub-limits, self-insured retentions and deductibles will be provided to University upon request. Contractor will be responsible for any and all deductibles, self-insured retentions or waiting period requirements. If the Cyber Liability policy is written on a claims-made basis, the retroactive date should be prior to the commencement of this agreement/addendum. If the Cyber Liability policy is written on a claims-made basis and non-renewed at any time during and up until the project completion signing date, Contractor shall purchase an Extended Reporting Period for at least a two year period. University "its subsidiaries" and The Board of Regents of the University of Texas System will be named as an additional insureds and University will be provided with a waiver of subrogation, both by endorsement to the required Cyber Liability policy. In addition, the Insured vs. Insured exclusion shall not apply to University "its subsidiaries" and The Board of Regents of the University of Texas System for a wrongful act of (Contractor).

4.16.2 Contractor will deliver to University:

4.16.2.1 Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any Work by Contractor under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

4.16.2.2 **All insurance policies** (with the exception of workers' compensation, employer's liability and professional liability) will be endorsed and name the Board of Regents of The University of Texas System and University as Additional Insureds for liability caused in whole or in part by Contractor's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability Additional Insured endorsement including ongoing and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

4.16.2.3 Contractor hereby waives all rights of subrogation against the Board of Regents of The University of Texas System and the University. **All insurance policies** will be endorsed to provide a waiver of subrogation in favor of the Board of Regents of The University of Texas System and the University. No policy will be canceled until after thirty (30) days' unconditional written notice to University. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to University thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this **Section 4**.

4.16.2.4 Contractor will pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by University prior to the performance of any Work by Contractor under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

4.16.2.5 Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following University contact:

Name: Ms. Katie McCormack

Address:

The University of Texas System Administration

System-wide Information Services

210 W. 6th Street, 2nd Floor

Austin, TX 78701

Facsimile Number: 512-499-4999

Email Address: kmccormick@utsystem.edu

4.16.3 Contractor's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by University. Contractor's or subcontractor's insurance will be kept in force until all Work has been fully performed and accepted by University in writing, except as provided in this **Section 4.16.3**.

4.16.3.1 Professional Liability Insurance coverage written on a claims-made basis requires Contractor to purchase an Extended Reporting Period Endorsement, effective for twenty-four (24) months after the expiration or cancellation of this policy.

4.16.3.2 Directors and Officers Liability Insurance coverage written on a claims-made basis requires Contractor to purchase an Extended Reporting Period Endorsement, effective for twenty-four (24) months after the expiration or cancellation of this policy.

4.17 Indemnification

4.17.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY ITS RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

4.17.2 IN ADDITION, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY INTEREST ARISING BY OR OUT OF THE PERFORMANCE OF SERVICES OR THE PROVISION OF GOODS BY CONTRACTOR, OR THE USE BY INDEMNITEES, AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL; PROVIDED, THAT, UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR INFRINGEMENT, UNIVERSITY WILL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO REASONABLY COOPERATE WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

4.18 Ethics Matters; No Financial Interest

Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy available at <http://www.utsystem.edu/policy/policies/int160.html>, University's Standards of Conduct Guide available at <http://www.utsystem.edu/systemcompliance/SOCcombined.pdf>, and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

4.19 Undocumented Workers

The *Immigration and Nationality Act* (8 United States Code 1324a) ("**Immigration Act**") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("**I-9 Form**") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, University may terminate this Agreement in accordance with **Section 4.28**. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

4.20 Force Majeure

Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("**force majeure occurrence**").

4.21 Entire Agreement; Modifications

This Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by both University and Contractor.

4.22 Captions

The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

4.23 Waivers

No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

4.24 Ownership and Use of Work Material

4.24.1 All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with the Services (collectively, "**Work Material**"), whether or not accepted or rejected by University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.

4.24.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.

4.24.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use the Work Material for the completion of the Services or otherwise. University may, at all times, retain the originals of the Work Material. The Work Material will not to be used by any person other than University on other projects unless expressly authorized by University in writing.

4.24.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.

4.24.5 All title and interest in the Work Material will vest in University and will be deemed to be a work made for hire and made in the course of the Services rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in University or Work Material may not be considered works made for hire, Contractor hereby irrevocably assigns, conveys and transfers to University and its successors, licensees and assigns, all rights, title and interest worldwide in and to the Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event Contractor has any rights in the Work Material which cannot be assigned, Contractor agrees to waive enforcement worldwide of the rights against University,

its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by University.

4.25 Confidentiality and Safeguarding of University Records; Press Releases; Public Information

Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, "**University Records**"). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("**FERPA**"). If University Records are subject to FERPA, (1) University designates Contractor as a University official with a legitimate educational interest in University Records, and (2) Contractor acknowledges that its improper disclosure or redisclosure of personally identifiable information from University Records will result in Contractor's exclusion from eligibility to contract with University for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with the University's rules, policies, and procedures regarding access to and use of University's computer systems. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.

4.25.1 Notice of Impermissible Use.

If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide University with all information requested by University regarding the impermissible use or disclosure.

4.25.2 Return of University Records.

Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide University with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.

4.25.3 Disclosure.

If Contractor discloses any University Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.

4.25.4 Press Releases.

Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of University in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of University.

4.25.5 Public Information.

University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act* (“**TPIA**”), Chapter 552, *Texas Government Code*. In accordance with Section 552.002 of TPIA and Section 2252.907, *Texas Government Code*, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.

4.25.6 Termination.

In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if University reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, University may immediately terminate this Agreement without notice or opportunity to cure.

4.25.7 Duration.

The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

4.26 Default and Termination

4.26.1 In the event of a material failure by a party to this Agreement to perform in accordance with the terms of this Agreement (“**default**”), the other party may terminate this Agreement upon fifteen (15) days’ written notice of termination setting forth the nature of the material failure; provided, that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the fifteen-day period.

4.26.2 University may, without cause, terminate this Agreement at any time upon giving seven (7) days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for the Services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Contractor has delivered all Work Material to University. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

4.26.3 Termination under **Sections 4.28.1** or **4.28.2** will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

4.26.4 If Contractor fails to cure any default within fifteen (15) days after receiving written notice of the default, University will be entitled (but will not be obligated) to cure the default and will have the right to offset against all amounts due to Contractor under this Agreement, any and all reasonable expenses incurred in connection with University's curative actions.

4.27 Binding Effect

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

4.28 Severability

In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

4.29 Limitation of Liability

EXCEPT FOR UNIVERSITY'S OBLIGATION (IF ANY) TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES UNIVERSITY WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UNIVERSITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR, NO PRESENT OR FUTURE AFFILIATED ENTERPRISE, SUBCONTRACTOR, AGENT, OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE, ATTORNEY OR REGENT OF UNIVERSITY, OR THE UNIVERSITY OF TEXAS SYSTEM, OR ANYONE CLAIMING UNDER UNIVERSITY HAS OR WILL HAVE ANY PERSONAL LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, neither party will be entitled to recover attorneys' fees, costs or other related expenses from the other party.

4.30 Assignment and Subcontracting

Except as specifically provided in **Exhibit** _____, Historically Underutilized Business Subcontracting Plan, attached and incorporated for all purposes, Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Texas law, including Chapter 2161, *Government Code*, and 34 Texas Administrative Code ("**TAC**") Sections 20.101 through 20.108. The benefits and burdens of this Agreement are assignable by University.

4.31 Historically Underutilized Business Subcontracting Plan

Historically Underutilized Business Subcontracting Plan. Contractor agrees to use good faith efforts to subcontract the Services in accordance with the Historically Underutilized Business Subcontracting Plan ("**HSP**") (ref. **Exhibit** _____). Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, "**TPSS**"). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108. University may also revoke this Agreement for breach and make a claim against Contractor.

4.31.1 Changes to the HSP.

If at any time during the term of this Agreement, Contractor desires to change the HSP, before the proposed changes become effective (a) Contractor must comply with 34 TAC Section 20.14; (b) the changes must be reviewed and approved by University; and (c) if University approves changes to the HSP, this Agreement must be amended in accordance with **Section 4.19** to replace the HSP with the revised subcontracting plan.

4.31.2 Expansion of the Services.

If University expands the scope of the Services through a change order or any other amendment, University will determine if the additional Services contains probable subcontracting opportunities *not* identified in the initial solicitation for the Services. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (a) this Agreement may be amended to include the additional Services; or (b) Contractor may perform the additional Services. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with 34 TAC Section 20.14, Contractor will be deemed to be in breach of this Agreement under **Section 4.28** and will be subject to any remedial actions provided by Texas law including Chapter 2161, *Government Code* and 34 TAC Section 20.14. University may report nonperformance under this Agreement to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108.

4.32 Responsibility for Individuals Performing Services; Criminal Background Checks

Each individual who is assigned to perform the Services under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Services under this Agreement. Prior to commencing the Services, Contractor will (1) provide University with a list ("**List**") of all individuals who may be assigned to perform the Services, and (2) have an appropriate criminal background screening performed on all the individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Services is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's campus who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform the Services.

Prior to commencing performance of the Services under this Agreement, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals assigned to perform the Services.

4.33 Limitations

THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "**LIMITATIONS**"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

4.34 Survival of Provisions

No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive such expiration or termination.

4.35 Relationship of the Parties

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venture, or agent of University. Contractor will not bind nor attempt to bind University to any agreement or contract. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers' compensation insurance.

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 Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

- 5.2.1 Experience developing business process guides and other training and documentation material for PeopleSoft applications utilizing the User Productivity Kit (UPK) software.
- 5.2.2 PeopleSoft HCM, FSCM, and Campus Solutions training and documentation expertise
- 5.2.3 Experience developing and conducting PeopleSoft end user training.

5.3 Scope of Work

Contractor will provide the following services to University as a deliverable under this RFP and any associated Statement of Work:

5.3.1 Scope of work under this RFP.

5.3.1.1 Update **ALL** Business Process Guides (BPGs) (Exhibit A) for all PeopleSoft processes as part of the FSCM, HCM, Hyperion Planning & Budgeting, and Campus Solutions applications with the implemented modules at UT System. BPGs which are fully developed will need to be transferred into UPK. BPGs which are not fully developed must be updated then added to the same library.

5.3.1.2 Development and implementation of initial Pre-Built User Productivity Kit (UPK) content as well as any subsequent UPK content; required to match the UT System implemented HCM, FSCM, Hyperion Planning & Budgeting, and Campus Solutions modules.

Pre-built UPK Content is the application specific content created by Oracle which was purchased by UT System. The Contractor will need to meet the expectation of leveraging existing pre-built UPK content as a baseline to reference system process flows then modify to meet specific business process requirements acquired by UT System.

5.3.1.3 Create and/or modify Style Guides.

Style Guides are the set of standard settings used to ensure all developed and deployed User Productivity Kit (UPK) content has a uniformed look (i.e. font size, screen resolution, sound settings, etc.). The Contractor will need to meet the expectation of creating, reviewing and providing insight for improvement strategies of new and existing Style Guides.

5.3.1.4 Development of facilitator guides and job aids for Train-the-Trainer workshops.

5.3.1.5 Facilitate and conduct Train-the-trainer workshops on all business processes with a minimum of two offerings per application (FSCM, HCM, and CS).

5.3.1.6 EXHIBITS

The following Exhibits are incorporated by reference for all purposes:

5.3.1.6.1 Exhibit [A](#) Business Process Guide (BPGs) Listing.

BPGs in scope for this RFP. Some BPGs exist currently and will need to be modified while others will need to be created as a result from an initial analysis. This exhibit shows a current list and status of BPGs that will need to be modified/created by the Contractor.

5.3.1.6.2 Exhibit [B](#) Listing of Manuals and Documentation.

Existing manuals and documentation created/implemented as early as 2012 will need to be updated by the Contractor.

5.3.1.6.3 Exhibit [C](#) Listing of UPK Library for HCM, FSCM and CS

The Contractor will need to create content that can be utilized to navigate and process requests based on how the system functions currently; reflecting the correct procedures and its entirety.

5.3.2 Resources and Pricing

5.3.2.1 The project will require at least one (1) onsite experienced Account Lead/Project Manager. The onsite lead will be the primary contact person responsible for planning, coordination and delivery of work assigned to their dedicated contractors who will need to be available remotely. The remote contractors must have expertise of Campus Solutions, Human Resources and Finance (including Grants) and be available for the entire duration of the work effort.

Services of the Account Lead/Project Manager shall be performed onsite forty (40) hours a week at the UT System Shared Services facility in Irving, Texas.

5.3.2.2 Pricing must be provided in terms of all services to include the number of estimated staff/contractors, estimated total hours and hourly charge rate to support the all-inclusive fixed price.

5.3.3 Schedule/Timeline

5.3.3.1 The Proposer must provide a Work Breakdown Structure (WBS) with major milestones and an estimated percentage to complete the required work effort; to show the relevant strategy on the sequence of activities you plan to follow in accomplishing the deliverables including the strategy and materials for training the campuses trainers.

A detail project plan/schedule will be required at the start of the project as well as other required project documentation deemed necessary for project delivery.

Example List of Project Milestones:

Project Phase & Milestones
Phase I: Analysis and Scope
<ul style="list-style-type: none"> • Assess Existing & New Course Materials
<ul style="list-style-type: none"> • Finalize Project Plan / Schedule
Phase II: Fit-gap and Design
Training Activities
<ul style="list-style-type: none"> • Identify Training Schedule, Attendees and Venue
<ul style="list-style-type: none"> • Identify Handouts or other materials
<ul style="list-style-type: none"> • Design 1st Draft Developed Courses
Phase III: Development, Test and Acceptance
<ul style="list-style-type: none"> • Contractors complete BPG content within UPK
<ul style="list-style-type: none"> • Contractors complete UPK Training Content Updates and Edits – Online, Printable, Training Materials
<ul style="list-style-type: none"> • Contractors conduct Classroom Train-the-Trainer
<ul style="list-style-type: none"> • Wrap-up and Review (Final Acceptance)

5.4 Additional Questions/Requirements Specific to this RFP

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

- 5.4.1 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.
- 5.4.2 Proposer must provide detailed insight and best practices to elaborate on their experience with similar structured/scaled UPK Library Content implementations for public or private higher education entities in accordance to what will be delivered from this RFP.

The Proposer must provide samples of work such as UPK Simulations, Business Process Guides, and other documentation created for PeopleSoft.

In addition to the samples of work; the Proposer must provide company references, their contact information and what type of support/service you provided to them that's pertinent to this RFP. (i.e. other clients you did similar work for, resumes of assigned contractors)

- 5.4.3 Proposer shall describe its service support philosophy, how it is implemented, and how the Proposer measures its success in maintaining this philosophy.
- 5.4.4 The scope of work offered in this RFP; should be identical to your proposal on what you will deliver. Outline your activities/services, price and timeline for completion of the following:

5.4.4.1 Create and/or modify Business Process Guide (BPGs).

5.4.4.2 Implementation of the Initial Pre-built UPK Content in the System as well as any subsequent UPK content implementation which may extend from the initial pre-built UPK content.

5.4.4.3 Create and/or modify Style Guides.

5.4.4.4 Provision of training for University functional, technical and train-the-trainer staff including creating facilitator guides and job-aids.

Additional information may be accepted if Proposer identifies needs not listed within RFP that may prevent successful completion of the scope.

- 5.4.5 The Contractor is expected to provide qualified and dedicated contractors as mentioned in section 5.3.2.1. Describe their expertise and provide resumes of potential contractors to the following expectations:

5.4.5.1 Offer subject matter expertise in their respective areas of Campus Solutions, Human Resources and Finance with a minimum experience of 6 months per module.

5.4.5.2 Have UPK knowledge and expertise to develop training materials, facilitator guides and job-aids.

5.4.5.3 Have knowledge and share best practices in regards to User Productivity Kit (UPK) Library structure, content layout, deploy content, etc., to assist with its set-up.

5.4.5.4 The UPK Library is the content platform used for development, deployment, and maintenance activities for all training documentation.

5.4.5.5 Facilitate and conduct classroom Train-the-Trainer workshops.

- 5.4.6 The Contractor must provide online System documentation to the University, including all materials needed by the University to maintain and operate the System securely and effectively. Describe how this will be executed using UPK.
- 5.4.7 The Contractor must provide updated documentation and training materials that match any System updates/upgrades that are installed to-date.
- Review/approval of developed content will be the responsibility of the UT System Business Analyst (BA) in partnership with the Contractor. Thus, BA approved test scenarios would cover the current System updates/upgrades installed.
- Please confirm your understanding of this requirement. Please describe your ability to deliver on this requirement.
- 5.4.8 The Contractor must manage all the services provided; with University oversight, to ensure delivery of fully functional deliverables of exceptional quality and meeting the specifications, schedule, and pricing requirements specified.
- Please describe how you manage the services you provide and your ability to deliver on this requirement.
- 5.4.9 Contractor's training plan must provide a functional and technical curriculum and must also include hard and soft copy training materials. Please describe your ability to deliver on this requirement.
- 5.4.10 Contractor's training must provide knowledge transfer to designated University employees so that such employees obtain the skills and ability to create, maintain and expand the use of online content. Please describe your ability to deliver on this requirement
- 5.4.11 The approach to the assignment and methodology for executing should be explained so the University understands the Proposer approach to the project.
- Proposer must include an outline of the approach, methodology and/or execution strategy as part of their proposal/response to this RFP as mentioned in Section 5.3.3.1.
- 5.4.12 In its proposal, the Proposer must submit a high level project plan to project tentative go-live dates based on the activities listed in the Section 5.3.3.1.
- Additional information may be accepted if Proposer identifies needs not listed within RFP that may prevent successful completion of project.
- Describe how the Contractor can provide content to the University within an agreed upon timeframe.
- 5.4.13 Clearly delineate the responsibilities of the project activities between the University and the Contractor.
- 5.4.13.1 The Contractor must provide University with all necessary training/knowledge transfer, including Contractor's provision and implementation of a training plan for the University's System project team members. Please describe your ability to deliver on this requirement.
- 5.4.13.2 Proposer shall describe how it proposes to develop a communication plan for the System project. Proposer must provide its proposed communication plan for the System project team, with the University and each participating UT institution's community, and within the Proposer's organization about the project.

- 5.4.14 In its proposal, Proposer must respond to each item listed in **APPENDIX FOUR, Electronic and Information Resources (“EIR”) Environment Specifications**. **APPENDIX FOUR** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX FOUR** will be incorporated into the Agreement and will be binding on Contractor.
- 5.4.15 In its proposal, Proposer must respond to each item listed in **APPENDIX FIVE, Security Characteristics and Functionality of Contractor’s Information Resources**. **APPENDIX FIVE** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX FIVE** will be incorporated into the Agreement and will be binding on Contractor.

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Company Name)

To: The University of Texas at _____

Ref.: _____ Services related to the _____

RFP No.: _____

Ladies and Gentlemen:

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

6.1 Pricing for Services Offered

6.2 Delivery Schedule of Events and Time Periods

6.3 University's Payment Terms

University's standard payment terms for services are "Net 30 days." Proposer agrees that University will be entitled to withhold _____ percent (_____%) of the total payment due under the Agreement until after University's acceptance of the final work product. Indicate below the prompt payment discount that Proposer will provide to University:

Prompt Payment Discount: _____% _____days/net 30 days

Respectfully submitted,

Proposer: _____

By: _____

(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX ONE

PROPOSAL REQUIREMENTS

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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 that (i) includes terms and conditions substantially similar to the terms and conditions set forth in **Section 4** of this RFP, and (ii) is otherwise acceptable to University in all respects (the “**Agreement**”).

1.5 Proposal Evaluation Process

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

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

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

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

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

1.6 Proposer's Acceptance of Evaluation Methodology

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] the Criteria for Selection (ref. **2.3** of this RFP), [c] the Specifications and Additional Questions (ref. **Section 5** of this RFP), [d] the terms and conditions set forth in **Section 4** of this RFP, and [e] all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by University during this RFP process.

1.7 Solicitation for Proposal and Proposal Preparation Costs

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

1.8 Proposal Requirements and General Instructions

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.
- 1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5** 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 (also called the HSP) as required by this RFP (ref. **Section 2.5** of the RFP.)

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

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

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to University, in University's sole discretion.

By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on University that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified herein and that such intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

1.9.7 Page Size, Binders, and Dividers

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

1.9.8 Table of Contents

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

1.9.9 Pagination

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

SECTION 2

EXECUTION OF OFFER

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

- 2.1 By signature hereon, Proposer represents and warrants the following:
- 2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer; (3) University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
 - 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - 2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in Section 4 of this RFP, 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.

213 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 the Agreement with University (if any).
- 3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- 3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to Section 231.006, *Family Code*, and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act*, Chapter 552, *Government Code*, and other applicable law.

3.2 Approach to Project Services

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.
- 3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:
- 3.2.3.1 Identification of tasks to be performed;
 - 3.2.3.2 Time frames to perform the identified tasks;
 - 3.2.3.3 Project management methodology;
 - 3.2.3.4 Implementation strategy; and
 - 3.2.3.5 The expected time frame in which the services would be implemented.
- 3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in the RFP. Proposer will include samples of reports and documents if appropriate.

3.3 General Requirements

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

3.4 Service Support

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

3.5 Quality Assurance

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

3.6 Miscellaneous

- 3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

SECTION 4

ADDENDA CHECKLIST

Proposal of: _____

(Proposer Company Name)

To: The University of Texas _____

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: _____

THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION

JANUARY 2015

APPENDIX III

POLICY ON UTILIZATION HISTORICALLY UNDERUTILIZED BUSINESSES VENDOR/COMMODITIES



**The University of Texas System
Office of HUB Development
Policy on Utilization of Historically Underutilized Businesses (HUBs)**

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• HUB Subcontracting Plan Prime Contractor Progress Assessment Report (PAR) (Required of successful respondent for payment requests only)	Page 19

The University of Texas System 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 20.13 of the Texas Administrative Code (TAC), the Board of Regents of The University of Texas System, 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 20.10-20.28, 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 business in State contracting in accordance with the following goals as specified in the State of Texas Disparity Study:

- 11.2% for heavy construction other than building contracts;
- 21.1% for all building construction, including general contractors and operative builders contracts;
- 32.9% for all special trade construction contracts;
- 23.7% for professional services contracts;
- 26% for all other services contracts, and
- 21.1% for commodities contracts.

The University of Texas System shall make a good faith effort to meet or exceed the above stated goals to assist HUBs in receiving a portion of the total contract value of all contracts that UT System expects to award in a fiscal year. The University of Texas System 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.

NOTE: *The goals above are the State of Texas HUB goals. For purposes of this procurement, The University of Texas System goals listed in the Special Instructions on page 11 will apply.*

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

It is the policy of The University of Texas System and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUBs) in all contracts. Accordingly, UT System 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 System 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 System, “UT System” or the “University” will indicate in the purchase solicitation (e.g. RFQ, RFP, or CSP) whether or not 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 (HSP) will result in rejection of the Response.**
2. If subcontracting opportunities are probable UT System 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) (3)(A)(B)(C)(D)(E)(F) (4)(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 **Section 3 –Self Performance [34 TAC §20.14 (d) (5) (A) (B) (C) (D)]**.
3. If subcontracting opportunities are not probable UT System will declare such probability in its invitations or 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 the work with its employees and resources, the Respondent shall submit a HUB Subcontracting Plan that includes **Section 3 – Self Performance Justification**.
 - 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. **Competitive Sealed Proposals (CSP):** 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.
6. In making a determination whether a good faith effort has been made in the development of the required HUB Subcontracting Plan, UT System 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 UT System. **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 HSP shall be approved by the HUB Coordinator.

7. **Design Build (DB) and Construction Manager @ Risk (CM@R) 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 including a 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 1 preconstruction services with their own resources and employees shall submit, as part of their HSP, the Self Performance Justification.
8. **DB and CM@R HUB Contract Requirements:** Contractors engaged under design-build and construction manager-at-risk contracts shall submit a HUB Subcontracting Plan for all preconstruction and 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 HSP shall identify first, second and third tier subcontractors.
9. The University of Texas System shall reject any Response that does not include a fully completed HSP 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 HSP is accepted by UT System and becomes a provision of the contract between Respondent and UT System, the Respondent can only change that HSP if (a) the Respondent complies with 34 TAC Section 20.14; (b) the Respondent provides its proposed changes to UT System for review; (c) UT System (including UT System's HUB Coordinator) approves Respondent's proposed changes to its HSP; and (d) UT System and the Respondent amend their contract (in writing signed by authorized officials of both parties) in order to replace the contract's existing HSP with a revised HSP containing the changes approved by UT System.
11. **Expansion of Work:** If, after entering into a contract with a Respondent as a result of a purchase solicitation subject to the Policy, UT System 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"), UT System will determine if the additional work contains probable subcontracting opportunities not identified in the initial purchase solicitation for that contract. If UT System determines that probable subcontracting opportunities exist for the additional work, then the Respondent must submit to UT System an amended HUB Subcontracting Plan covering those opportunities that complies with the provisions of 34 TAC Section 20.14. Such an amended HSP must be approved by UT System and the Respondent (including UT System's HUB Coordinator) before (a) the contract may be amended by UT System and the Respondent to include the additional work and the amended HSP and (b) the Respondent performs the additional work. If a Respondent subcontracts any of the additional subcontracting opportunities identified by UT System for any additional work (i) without complying with 34 TAC Section 20.14 or (ii) before UT System and that Respondent amend their contract to include a revised HSP that authorizes such subcontracting, then the Respondent will be deemed to be in breach of its contract with UT System. As a result of such breach, UT System 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. The University may report a Respondent's nonperformance under a

contract between that Respondent and UT System to the Texas Comptroller in accordance with 34 TAC Sections 20.10 through 20.18.

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 UT System 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 System 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 of Texas System determines that the successful Respondent failed to implement an approved HUB Subcontracting Plan in good faith, UT System, in addition to any other remedies, may report nonperformance to the Texas Comptroller in accordance with 34 TAC Section 20.14, (g) (1) related remedies of nonperformance to professional services firms, contractor and vendor implementation of the HSP.
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. These requirements, including the attachments referred to above, may be downloaded over the Internet from <http://utsystem.edu/offices/historically-underutilized-business/hub-forms>. For additional information contact the Office of HUB Development, The University of Texas System, 512/499/4530.

Other Services/Vendor/Commodities HSP

Summary of Attachments Required from Respondents

	Letter of Transmittal Page 8	Letter of HUB Commitment Page 9	HUB Subcontracting Plan (HSP) Pages 11-18	Progress Assessment Report (PAR) Page 19
1. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES PROBABLE				
1. A. Respondent Proposes Subcontractors: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable</u> .	X		X	
1.B. Respondent Proposes Self-Performance: 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	
2. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE PROBABLE				
2.A. Respondent Proposes Self-Performance: 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	
2. B. Respondent Proposes Subcontractors: 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	
3. INDEFINITE DURATION/INDEFINITE QUANTITY CONTRACTS: 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	
4. CHANGES IN THE HUB SUBCONTRACTING PLAN AFTER AWARD: 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	
5. REPORTING: 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

Mr. Hopeton Hay
 Director, HUB and Federal Small Business Program
 The University of Texas System
 201 W. 6th St., Room B.140E
 Austin, Texas 78701

RE: Historically Underutilized Business Plan for (Project Title): _____
 Project Number: _____ - _____

Dear Mr. Hay,

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 Proposals referencing the above project.

I have read and understand The University of Texas System 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, and the goal as stated in the Agency Special Instructions section of the HUB Subcontracting Plan, page 11.

Select one of the following:

- _____ 32.9% for all special trade construction contracts
- _____ 26% for all other services contracts
- _____ 31.04% for commodities contracts

Subcontractors	No. of Subcontractors	Total Subcontract \$ Value	Total Estimated HUB %	% Minority Owned	% Woman Owned	% Service Disabled Veteran
HUB						
NON-HUB						
TOTAL						

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 HUB Certification document.

Should we discover additional subcontractors 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: Contract Administrator

Indefinite duration/indefinite quantity contracts

(RESPONDENT’S BUSINESS LETTERHEAD)

Date

Mr. Hopeton Hay
Director, HUB and Federal Small Business Program
The University of Texas System
201 W. 6th St., Room B.140E
Austin, TX 78701

RE: Historically Underutilized Business Plan for (Project Title): _____
Project Number: _____ - _____

Dear Mr. Hay:

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 proposal in connection with your invitation for request for proposals, referencing Project Number _____.

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs).

Good Faith Effort will be documented by a two part HUB Subcontracting Plan (HSP) process. Part one (1) of the HSP submission will reflect self-performance with the appropriate sections completed per the instructions in Option One of the HSP Quick Checklist located on page 10 of The University of Texas Exhibit H Policy on Utilization of Historically Underutilized Businesses (HUBs).

As the scope of work/project is defined under this ID/IQ contract, part two (2) of the process will require a revised HUB Subcontracting Plan (HSP) and the Good Faith Effort will be documented per instructions in Attachment B (page 16-17) and Option Three of the HSP Quick Check List. The revised HUB Subcontracting Plan will be submitted to the HUB Coordinator prior to execution of each contract process. Documentation of subcontracted work will be provided with each pay request.

Sincerely,

(Project Executive)

cc: Contract Administrator



HUB Subcontracting Plan (HSP)

QUICKCHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

Option One -If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- Section 1 - Respondent and Requisition Information
- Section 2a. - Yes, I will be subcontracting portions of the contract
- Section 2b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
- Section 2c. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2b.
- Letter of Transmittal

Option Two -If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- Section 1 - Respondent and Requisition Information
- Section 2a. - Yes, I will be subcontracting portions of the contract
- Section 2b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- Section 2c. - No
- Section 2d. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2b.
- Letter of Transmittal

Option Three -If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- Section 1 - Respondent and Requisition Information
- Section 2a. - Yes, I will be subcontracting portions of the contract
- Section 2b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- Section 2c. - No Section 2d. - No Section 4 Affirmation
- GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2b.
- Letter of Transmittal

Option Four - If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:

- Section 1 - Respondent and Requisition Information
- Section 2a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
- Section 3 - Self Performing Justification
- Section 4 - Affirmation
- Letter of HUB Commitment

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new"



HUB Subcontracting Plan (HSP)

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

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas 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 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.13(d)(1)(D)(iii), the goals below are the applicable goals for the University of Texas System Administration only.

Other Services HUB Goal – 26%

Commodities HUB Goal – 31.04%

Special Trades HUB Goal – 32.9%

- Responses for Special Trades construction shall submit a HUB Subcontracting Plan (HSP) that meets the Good Faith Effort prescribed in Method B (Attachment B). See instruction for Option three on the HSP Quick Check List. No other Good Faith Effort method will be accepted.
- Responses for Miscellaneous Services Agreements for indefinite duration/indefinite quantity- Two (2) part process:
 1. Submit a Letter of HUB Commitment (page 9) and a Good Faith Effort described in Option Four.
 2. Submit a revised HSP prior to execution of each contract process as described in Option Three of Quick Check List.
- Respondents shall submit a completed HUB Subcontracting Plan (HSP) to be considered responsive. 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 HUB Subcontracting Plan (HSP) as described in Option Four.
- Prime contractor Progress Assessment Report (PAR) shall be submitted with each request for payment as a condition of payment.
- Please note that phone logs are no longer acceptable documentation of Good Faith Effort. Only fax, email and certified letter are acceptable.

SECTION-1: RESPONDENT AND REQUISITION INFORM

a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified - Yes - No HUB?

c. Requisition #: _____ Bid Open Date: _____

Enter your company's name here: _____ Requisition #: _____

SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____ Requisition #: _____

SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)

a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____ Requisition #: _____

SECTION-3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains 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(s)/section(s) of your proposal which explains 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-4: AFFIRMATION

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 is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (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 its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- 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 being performed and must provide documentation regarding staffing and other resources.

Signature <small>(mm/dd/yyyy)</small>	Printed Name	Title	Date
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Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: _____	Requisition #: _____
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IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: _____	Requisition #: _____
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SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number <small>(Required if Texas certified HUB)</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Company Name: _____ State of Texas VID #: _____
 Point-of-Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____

Agency Name: _____
 Point-of-Contact: _____ Phone #: _____
 Requisition #: _____ Bid Open Date: _____
(mm/dd/yyyy)

SECTION C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than Select Central Time on Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

- Not Applicable

4. Bonding/Insurance Requirements:

- Not Applicable

5. Location to review plans/specifications:

- Not Applicable

Signature: _____	Title: _____	Date: _____
Printed Name: _____	Phone No. _____	

APPENDIX THREE

ACCESS BY INDIVIDUALS WITH DISABILITIES

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

APPENDIX FOUR

ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS

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

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:
 - A. Describe the audit standards of the physical security of the facility; and
 - B. Indicate whether Proposer is willing to allow an audit by University or its representative.

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 TLS 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

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

1. Accessibility information for the electronic and information resources ("EIR")¹ products or services proposed by Proposer, where applicable, through one of the following methods:
 - (A) the URL to completed Voluntary Product Accessibility Templates ("VPATs")² or equivalent reporting templates;
 - (B) an accessible electronic document that addresses the same accessibility criteria in substantially the same format as VPATs or equivalent reporting templates; or
 - (C) the URL to a web page which explains how to request completed VPATs, or equivalent reporting templates, for any product under contract; and
2. Credible evidence of Proposer's capability or ability to produce accessible EIR products and services. Such evidence may include, but is not limited to, Proposer's internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results.

¹ Electronic and information resources are defined in Section 2054.451, *Texas Government Code* ([link](#)) and Title 1, Rule §213.1 (6) of the *Texas Administrative Code* ([link](#)).

² Voluntary Product Accessibility Templates are defined in Title 1, Rule §213.1 (19) of the *Texas Administrative Code* ([link](#)). For further information, see this [link](#) to a VPAT document provided by the Information Technology Industry Council.

APPENDIX FIVE

SECURITY CHARACTERISTICS AND FUNCTIONALITY OF CONTRACTOR'S INFORMATION RESOURCES

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

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

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

General Protection of University Records

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

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

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

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

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

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

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

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

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

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

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

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

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

Access Control

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

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

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

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

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

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

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

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

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

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

Use of Data

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

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

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

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

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

Data Transmission

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

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

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

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

Notification of Security Incidents

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

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

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

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

Compliance with Applicable Legal & Regulatory Requirements

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

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

2. Describe the safeguards Proposer has in place to ensure that systems (including any systems that would hold or process University Records, or from which University Records may be accessed) that interact with Information Resources reside within the United States of

America. If no such controls, describe Proposer's processes for ensuring that data is protected in compliance with all applicable US federal and state requirements, including export control.

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

APPENDIX SIX

FERPA Compliance

WHEREAS, Contractor and The University of Texas System (System) (collectively “the Parties”) have entered into an agreement (“Agreement”), to which this **APPENDIX SIX** is attached and incorporated for all purposes, under which Contractor shall update/create documentation and training for the end users of PeopleSoft training which may result in Contractor having access to information which is subject to the Family Educational Rights and Privacy Act and its supporting regulations (collectively “FERPA”);

AND WHEREAS FERPA requires System and its institutions to enter into a FERPA compliant outsourcing agreement in order to disclose information that is subject to FERPA;

NOW THEREFORE, the Parties agree to the following provisions:

1. DEFINITIONS. For purposes of this **APPENDIX SIX**:
 - a. “FERPA” means the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from time to time.
 - b. “Education Records” shall have the same meaning as the definition of Education Record at 34 CFR § 99.3
 - c. “FERPA Data” means all Education Records and all PII derived therefrom.
 - d. “Personally Identifiable Information” (also “PII”) shall have the same meaning as the definition of Personally Identifiable Information at 34 CFR § 99.3.
 - e. “Securely Destroy” means (1) shredding; (2) erasing; or (3) otherwise modifying the sensitive personal information in the records to make the information unreadable or indecipherable through any means.
2. The Parties agree that as a contractor to whom the System has outsourced services that involve access to FERPA Data of its institutions, Contractor: has been designated a University Official of each System institution whose Education Records will be used, disclosed or maintained by Contractor under this Agreement, and in that capacity will remain under the direct control of System as to its maintenance, use or disclosure of FERPA Data. PII
3. MAINTENANCE AND ACCESS. — Contractor will maintain the Education Records at all times securely and confidentially in conformance with Section [Insert section of contract that deals with data security] of the Agreement. Contractor will permit access and use of

Education Records only as permitted by this Agreement or as otherwise agreed to in writing by System.

4. **TERM AND TERMINATION.** — This **APPENDIX SIX** will remain in effect for as long as Contractor holds Education Records, or until such earlier time as the Parties terminate the Agreement and all Education Records are returned to System or Securely Destroyed in compliance with this Exhibit.
5. **TERMINATION.** Upon termination of the Agreement for any reason, Contractor shall return or Securely Destroy all Education Records it has created and/or maintained within sixty (60) days of such termination. If destruction or return of all Education Records is not feasible within the sixty (60) day period, the Parties may agree in writing to one additional sixty (60) day extension in which Contractor shall accomplish the destruction or return of all such Education Records. If CONTRACTOR is required by law to maintain any Education Records past termination of the Agreement, this Exhibit [] shall remain in effect until such time as Contractor is no longer required to maintain such Education Records and all such records have been Securely Destroyed or returned to System.
6. **COMPLIANCE WITH FERPA.** The Parties agree that this **APPENDIX SIX** is to be construed at all times in a manner that ensures that System and its component institutions remain in compliance with FERPA. TO the extent that this **APPENDIX SIX** conflicts with any other provision of the Agreement, this **APPENDIX SIX** shall govern.

EXHIBIT A

Listing of Business Process Guides v8

- Business Process Guides (BPGs) updated recently are in Blue
- Other existing BPGs are in Yellow
- BPGs to be created are Not Highlighted

HCM: BPG Listing

Absence Management	Benefits Admin and Base Benefits
Management	BEN001-Entering Dependent Demographic Data
AbM002-Run Absence Management Processes	BEN002-Non Job Related Status Changes-Benefits enrollment due to qualifying life event
AbM003-View Employee Balances	
AbM004-Adjust Employee Leave Balances	BEN003-Gaining and Losing Benefits Eligibility Due to Change in Employment Status
AbM005-Passing Finalized hours to Time and Labor	
AbM006-Creation of Absence Management Calendars - determination of which payees to process and what time period to process	BEN004-Process a retiree who returns to work for University of Texas
AbM007-Updating Entitlement Brackets to define levels of accrual based on state service months	BEN005-New Hire Benefit Election Options
	BEN006-Jobs at Multiple State Agencies
AbM008-Submit an Absence Request	BEN007-Post Doctoral Fellows (SB29) with fellowship stipends/eligibility to participate in UTSystem Employee group insurance program
AbM009-Entering, Updating, and Voiding Absence Events	
AbM010-Submit an Absence Request by Absence Management	BEN008-Benefits Billing
AbM011-Submit Sick Leave Donation and Request-employees donate hours to the agency's sick leave pool or request award	BEN009-Annual Base Benefit Rate for benefits eligible employees to calculate premium charges and coverage amounts
AbM012-Process Sick Leave Donation and Request	BEN012-Retroactive Benefits Deductions
	BEN013-Employee Termination
	BEN014-Optional Retirement Program and Voluntary Retirement Elections
	BEN016-Incapacitated Dependents (individual who is not spouse, biological child, etc.)
	BEN018-Deceased Employee-Retiree Processing and survivor benefits
	BEN020-Summer Insurance for Faculty/Graduate Students who are appointed on a 9 month basis
	BEN022-Graduate Students Employee Insurance Supplement
	BEN023-Military Leave Dependent Insurance
	BEN029-Tobacco Premium Program
	BEN032-Retiree Processing
	BEN034-Disability Preimum Waiver
	BEN037-Surviving Dependent Benefits Process
	BEN038-Update and Maintenance of Benefits

HCM: BPGs Listing (cont'd)

Human Resources eProfile/MGR, eDev, and ePerf	Payroll and ePay
HR001-Request a New Position	PY001-Contract Pay Forecast made up of two processes run each pay period. Contract Projected Payment and Contract Discrepancy Report.
HR002-Update an Existing Position	
HR003-Create a Position Profile to describe attributes of a job's responsibilities and qualifications	PY002-Garnishments
HR004-Hire Thru Manage Hires page	PY003-General Deduction including parking fees and other employee voluntary deductions PY004-Direct Deposit
HR005-Hire thru Manager Self Service Template Based Hire Students Updates Database instead of using Recruiting module	
HR006-Template Based Hire thru Manager Self Service Module	PY005-Tax Data Edits to federal, state, and local withholdings for employee
Students, etc.	
HR009-Contract Pay records that are set to allow automatic renewals	PY006-Additional Pay
HR011-Update Faculty Data to add activity or event such as research, Administrative Posts, Committee Membership, etc.	PY008-Payroll Calculation Confirm including information from Benefits, Tax, Employee Payroll, and Paysheets
HR012-Add Employee Instance to reflect multiple roles such as faculty member and department chair	PY009-Payroll View of Replication of Employee Paycheck
HR013-Update Job Pay Rate Change	PY010-Employee Self Service View Paycheck
HR014-Update Job Demotion change	PY011-Employee Self Service Direct Deposit
	PY012-Employee Self Service Modify Tax Information
HR016-Suspension-Return from Suspension	PY013-Create Holiday Schedule for purposes of holiday pay, comp time, and earning overtime
HR017-Create/Update Employee Profile information such as qualifications, competencies, education, etc.	PY014-Paycheck Reversal Process
HR019-Update Identification Data when Visa status has expired	PY016-Terminated Employee Leave Payout
HR020-I-9 Verification screen	PY017-Create Pay Run IDs for a particular batch payroll calculation process PY018-Create Pay Calendar to schedule payroll cycles for pay groups
HR021-Data Changes to Job such as expected end date, contract specifications, or corrections to pay rate	
HR022-Add Non-employee Person of Interest such as Surviving Dependent, Visiting Researcher, and Volunteer.	PY019-Manual Check Process
HR023-Add Non-employee (POI) With a Job Record will have job related data tracked	PY021-Maintenance of Balances by calendar year, fiscal year, benefit year, or any other method desired
HR024-Employee Self Service Update Person Data and Profile information such as name, address, phone number,	PY022-Create Wage Garnishment Vendor
HR025-Termination Process	PY023-Disposable Earning Definitions to identify earnings subject to garnishment
HR026-Manager Self Service Promotion processing	PY024-Deduction Subset Maintenance
HR027-Employee Transfers of one or more assigned jobs or Institution Transfer employment with the Person	PY025-Company State Tax Table PY026-Company Local Tax
HR028-ePerformance- Entering Evaluation Criteria into Employee Self Service and Manager Self Service	PY027-Tax Distribution Records for work taxes
HR037-Prior Work Experience tracking of creditable state service	PY028-Payroll Options including check distribution, deduction subsets, and Primary Paygroup
HR038-External ID tracking	PY029-General Deduction Overrides
	PY030-Benefits Deduction Overrides
	PY031-Contract Pay Details to review projected and actual earnings over the entire payment term of
	Budget Adjustments Related to Payroll no Test Scenario Found
	PY001-01-Contract Pay Forecast View Details
	PY001-02-Contract Pay Using Different Contract Change Proration Options
	PY001-03-Contract Pay Termination
	PY031-01-Contract Pay Discrepancy
	PY032-01-Review/Correct Contract Pay Discrepancies
	PY033-01-Run Contract Pay Renewal Process for Montly Pay Group
	PY033-02-Add Number of Days to Contract Expiring

HCM: BPGs Listing (cont'd)

Time and Labor	Recruiting Candidate Gateway and TAM
TL001-Time Labor Enrollment Manually	REC003-Applicant Search for Jobs through Careers
TL002-Assign Work Schedules Manually	REC004-Internal Applicant Process through PeopleSoft Careers
TL003-Assign Compensatory Time Plans Manually	REC005-External Applicant Process through PeopleSoft Careers
TL006-Enter and Approve Overtime	REC006-Send Applicants Correspondence through PeopleSoft
TL007-Process Time Administrator to convert reported and scheduled time into payable time	REC007-Screen Applicants based on Minimum and/or Preferred Qualifications
TL008-Manage Time Entry Exceptions due to errors or non-compliance of user-defined rules	REC008-Interview Evaluation Process
TL009-Refresh Dynamic Groups	REC009-Pre-Employment Checks
	REC010-Create a Job Offer for Staff
TL011-Setup Time Zone Defaults/Offsets	REC011-Create a Job Offer for Faculty
TL012-Build Time Period Calendars	REC012-Accept Job Offer
TL013-Define Work Schedules	REC013-Close Job Requisitions
TL014-Define & Create Dynamic Time ReporterGroups	REC014-Manage Interviews after applicants have been screened
TL015-Define & Create Static Time Reporter Groups	REC015-Link-Add Applicants to Job Opening
hours	
TL017-Employee Entry of Time via Web Clock	
TL018-View Payable Time Summary and Detail	
TL019-Adjust Paid Time	
TL020-Timesheet Adjustments to Prior Period	
TL021-Payable Status Report listing all Payable Time for Range of dates	
TL022-Run Scheduled Hours Report	
TL023-View Time Reporter Status	
TL024-Configure Employee Preference -End users input their work availability & customize their time reporting	
TL026-View Employee Compensatory Balances	
TL027-Manager Search Options through Manager Self Service	
TL028-Manager Time and Labor Calendar View	
TL029-Create Mass Time Reporting for different attributes of time for a period	
TL030-Report Time Audit to display time that exists in the Reported Time tables and in the Audit tables	
TL032-Request Batch Approval to allow user to approve payable time in batches	
TL033-Assign a Group of Time Reporters to a Schedule	
TL034-View Unprocessed Reported Time including time needing approval, not submitted, denied, etc.	
TL035-View Unprocessed Payable Time with statuses of Approved, Needs Approval, Estimated, Taken, etc.	

FSCM: BPG Listing

Accounts Payable	Accounts Receivables and Billing
AP01.0-Vendor Maintenance	AR2.0-Entering Posting and Inquiry on Pending Items
AP02.0-Vendor Approval	AR3.0-Receivables Maintenance Functionality to Change
AP03.0-Financial Sanctions for Vendors due to Being Marked to have Payment Scrutinized or Stopped	Information such as Due Date, Payment Terms, etc.
AP04.0-Non-Purchase Order Voucher Entry	AR5.0-Payment Predictor Automatic Cash Application in PeopleS
AP05.0-Purchase Order Voucher Entry	AR01-Entering Deposits and Applying Payments to AR Item
AP06.0-Voucher Approval	AR1.0-Entering, Posting, and Inquiry on Pending Items
AP07.0-Voucher Budget Check	AR4.0-Customer Correspondence Tracking
AP08.0-Matching to Compare Vouchers with Purchase Orders and Receiving documents	AR6.0-Entering Direct Journal Deposits
AP09.0-Vouchers and Expenses Processed into Payments	AR7.0-AR Refund Due to Credit Balance
AP10.0-Voucher Posting Process	BI1.0-Creating Prepayments to Track Payments Made by a
AP11.0-Payment Post of all AP Payments	Sponsor at the Beginning or Throughout an Award
AP12.0-PeopleSoft 1099 Withholding Data	BI2.0-Cost Reimbursable Invoice Provided to the Sponsor
AP13.0-ProCard Processing including set up of individual cardholders and loading transactions from the bank into PeopleSoft	Reflecting the Expenses that have been Incurred for an Award
AP14.0-Student Refund Process	BI3.0-Sponsor Funding through Letter of Credit
AP15.0-Marking Vendor as Having HCM Classification to pay Liabilities, Garnishments, Insurance Providers, and Tax Collectors	BI4.0-Invoice Modification Based on Revised Award
AP16.0-Batch Voucher Build	Requirements or Department Requests
AP17.0-Accounts Payable Year End Process	BI5.0-Fixed Fee Bills based on Requirement from Sponsor to be
AP18.0-Single Payment Voucher Entry of "one-time" Vendors	Billed on a Fixed Fee Basis
AP19.0-Voucher Corrections	AR02_08-Reports - Accounting Entries
AP20.0-Wire Payments and Manual Checks	AR05_03-Maintenance Worksheets-Update Accounting Entries
AP21.0-Cancel and Void Payments-ACH and Wire Returns	AR07_07-Posting Results-Payments-Items w/Accounting Entries
AP22.0-Cross-module Process Between Accounts Payable and Treasury (Escheatment)	BI03_01-Review GL Accounting Entries Report
AP23.0-Internal Revenue form 1042	BI03_07-Create Accounting Entries
CC01-Add or Update a Cardholder	BI03_08-Reproduce Reports-GL Accounting Entries
CC02-Load ProCard Statements	
CC03-Reconcile Statements	
CC04-Create Vouchers for ProCard Transactions	
AP15.5-Process Journal Entry for EFT or Wire Transfer for State/Local Income Tax	

FSCM: BPG Listing (cont'd)

Asset Management	Commitment Accounting
	CA001-Labor Distribution for Payroll
AM23-Asset Management Physical Inventory	CA003-Position Budget Maintenance/Changes to the Department Budget Table Structure
AM1.0-Basic Add of Asset to Enter all Physical Information	CA004-Manual Adjustments To Transfer dollars from one Cost Center to another
AM10.0-Asset Cost Adjustment	CA006-Direct Retro Distribution when a Mass Change to Specific Chartfield Values Are Required
AM11.0-Asset Retire and/or Reinstate	CA007-Encumbrance of Anticipated Salary and Benefits Expenses
AM12.0-Asset Recategorization	CA004_01 Manual Adjustment after Actuals Distribution runs-Change a Comination Code on earnings amount
AM15.0-Interface of PeopleSoft Payables and Purchasing to Asset Management	CA004_02 Manual Adjustment after Actuals Distribution runs-Change a Comination Code onFringe amounts
AM16.0-Creating Accounting Entries through Financial Transactions Entered into the Asset Management System	CA004_03 Manual Adjustment after Actuals Distribution runs-Change a Distributed Amount on One Transaction into Two Transactions (split the amount between two Combination
AM19.0-Transfer of Ownership between Departments	CA004_04 Manual Adjustment to current period for a prior period - Two transaction lines to actuals distribution table (s)
AM2.0-Express Add of Non-Leased Assets	
AM21.0-Mass Change to a Large Group of Assets	
AM24.0-Additional Asset Cost Row to Account for an Additional Payment or Additional piece of Equipment Attached to Asset	
AM25.0-Depreciation Close to Generate Period Depreciation Accounting Entries	
AM26.0-Component Assets to Associate a Group of Related Assets	
AM27.0-Integrating Project Costing with Asset Management	
AM28.0-Department Admin Review to view assets and update location and custodian information	
AM29.0-Purchase Order Profile and Account Review and Update	
AM3.0-Copy Existing Assets	
AM4.0-Category Template Profile Class	
AM6.0-Asset Consolidation	
AM7.0-Unitize Assets	
AM8.0-Depreciation Calculation	
AM9.0-Asset Cost Transfer	
AM23.0-Parent Child Assets	
AM27_01-Run Account Activity Summary Report	
AM27_02-Run Account Entry Report	
AM27_03-Run Asset Acquisition Report	
AM27_04-Run Asset Net Book Value Report	
AM27_05-Run Asset Reclassification Report	
AM27_06-Run Asset Transfers Report	
AM27_07-Run Cost Activity Report	
AM27_08-Run Depreciation Activity Report	
AM27_09-Run Depreciation by Fiscal Year Report	
AM27_10-Run Depreciation by Period Report	
AM27_12-Run Retirement Activity Report	
AM27_13-Run Retirement Information Report	

FSCM: BPG Listing (cont'd)

Commitment Control	General Ledger
KK1.0-Enter Budget Journals	
KK10.0-Create-Review Budget Overview	GL1.0-Combination Editing to Define Certain Chartfield Values and Required Relationships to other Chartfields
KK11.0-Using the Mass Delete Budget Journals Page	GL2.0-Adding Speedtypes/Speedcharts
KK12.0-Budget Allocation Process Within the Organization	GL3.0-Request, Approve, and Add New Accounts as well as
KK13.0-Using Associated Budgets Component to Define a Relationship Between Revenue Budgets & Expense	Maintain Existing Ones
KK14.0-Assign Security Rules to Control User Logins, Roles	GL4.0-Request, Approve, and Add New Funds as well as
KK15.0-Run Commitment Control Security	Maintain Existing Ones
KK16.0-Define Budget Period Close Set Up in PeopleSoft	GL5.0-Request, Approve, and Add New Departments as well as
KK17.0-Run and Validate Budget Close	as Maintain Existing Ones
KK18.0-Create a Flat File using Excel to Upload Large Budget Journals to PeopleSoft	GL6.0-Request, Approve, and Add New Functions as well as
KK19.0-Associated Budgets Load Increase of Spending Authority for Revenue Received	Maintain Existing Ones
KK2.0-Enter Budget Transfer Journals	GL7.0-Request, Approve, and Set Up New Cost Centers as
KK3.0-View and Handle Budget Journal Exceptions	well as Maintain existing ones
KK4.0-Copy Budget Journals	GL8.0-Request, Approve, and Set up New Attributes, Attribute
KK5.0-Post Control Budget Journals	Values, Assign to Chartfield, and Maintain Existing Ones
KK6.0-Unpost Budget Journals	GL8.1-Review, Approve, and set up a new PCA
KK7.0-Import Journal Entries Using Flat File	GL9.0-Create Trees
KK8.0-View and Handle Budget Exceptions	GL10.0-Create, Process, Approve, and Post Journal Vouchers
KK9.0-Set Up Ledger Inquiry Sets for Across Ledger Inquiry	GL11.0-Copy Journal Entries
	GL12.0-Create Journal Entries in PeopleSoft from a
	Spreadsheet format
	GL13.0-Unpost (Reverse) Journal Entries
	GL16.0-Subsystem Journal Creation Process
	GL17.0-Checklist of the Monthly Close Process
	GL18.0-Perform an Allocation
	GL19.0-USAS Cash Source Fund Allocation
	GL20.0-Define Year End Close Rules
	GL21.0-Generating Combination Codes to HCM
	GL22.0-Perform InterUnit Transactions Between UT Institutions
	GL24.0-General Ledger Reconciliations Process
	GL2.1-Validate Chartfields to Look for Specific Conditions
	that Would Create Errors
	GL Cash Reconciliation
	Reconciliation of Modules into GL

FSCM: BPG Listing (cont'd)

Grants	Project Costing
AR4.0-Tracking of Customer Correspondence and Conversations	AR-Refund Process through Refund Automatic Entry Types and System Functions
BI2.0-Cost Reimbursable Invoice to Reflect Expenses Incurred for Award throughout a Given Period of Time	AR1.0-Entering Deposits and Applying Payments - Capital Project
GM1.0-Sponsor Profiles Containing Detailed Information about Sponsoring Entities	AR2.0-Receivables Maintenance-Capital Projects
GM13.0-Modify Award	BI1.0-Adding Customers-Capital Projects
GM14.0-Modify Project Budgets	BI3.0-Invoice Modification-Capital Projects
GM15.0-Award Closeout Process to Close Out and Reconcile Each	BI4.0-Online Invoice-Capital Projects
GM2.0-Grants Profiles to Maintain Information Regarding Each Institution, PI and Pre-Award Administrators, Sub-Recipients, etc.	PC01.0-Project Creation and Maintenance
GM6.0-Setup Project Budget and Post to Commitment Control Led	PC02.0-Project Activity Creation and Maintenance
GM7.0-Cost Collection to Address Transactions Entered into Varios Applications and Integrated to Project Costing	PC03.0-Project Budget Creation
GM12.0-Monitor Compliance to comply with Different Regulation	PC04.0-Project Budget Adjustment
GM08-Facilities and Administration Expenditures Incurred In Support of Sponsored Projects	PC05.0-Project Cost Collection
GM09-Revenue Recognition By Associating the Contract Line which is then Associated with a Revenue Recognition Plan	PC06.0-Project Creation-Establish Project Templates
GM10-Track Cost Share Commitments and Expenditures	PC07.0-Use Project Analysis Templates to Provide the Ability to Customize the Fields and Presentation for Analysing Projects
GM11-Pre-Award Spending Projects	PC08.0-Run Interactive and Batch Reports Projects
	PC09.0-Project Capitalization for Construction in Progress
	PC10.0-Project Capitalization for Asset In Service
	PC11.0-Project Funds Distribution From One Source Fund to Multiple Target Funds
	PC12.0-Project Team Chosen as Approvers in Payables Workflow Process
	PC13.0-Project Capital Interest

FSCM: BPG Listing (cont'd)

Purchasing and eProcurement	Travel and Expenses
PO1.0-Item Catalog Setup to Define Item Categories	TE1.0-Managing Employee Information
PO10.0-Procurement Contracts to Manage Terms and Conditions	TE1.2-Managing Non-Employee Information (Persons of Interest)
PO11.0-Purchase Order Inquiries to Review Purchase Order, Purchase Order Activity Summary, Document Status, and Purchase Order Accounting (Budget) Entries	TE2.0-Travel Authorization Entry and Approval
PO12.0-Reconcile Purchase Order to Close the Qualifying PO	TE3.0-Cash Advance Processing
PO13.0-Reconcile Requisitions that are Sourced or Cancelled	TE4.0-Expense Report Entry and Approval
PO14.0-Return Merchandise to Vendor	TE5.0-Travel Expense Processing
PO15.0-Budget Check Requisitions and Purchase Orders	TE6.0-Adjusting Paid Expenses
PO16.0-Using the Buyer's Workbench	TE9.0-Travel Auth Dis-Encumbrance
PO2.0-eProcurement Requisition Process	TE10.1-Updating Distance Mileage Rate in PeopleSoft to Reflect IRS and Texas State Comptroller's Office Updates
PO3.0-Using the Manage Requisition Page	TE10.2-External Expense (Per Diem) Data Update
PO4.0-Requisition Approval Workflow	
PO6.0-Purchase Order Sourcing from a Staged Requisition	
PO7.0-Updating Purchase Orders and Creating Change Orders	
PO8.0-Dispatch Purchase Order To Vendor	
PO9.0-Receiving Items in PeopleSoft	

FSCM: BPG Listing (cont'd)

Treasury	Year End Processing
Bank Account Reconciliation (CashMgmt)	Year-End Processing Accounting
Bank Statement Processing	Year-End Processing Budgeting
AR6.0-Entering Deposits and Applying Payments Process	Year-End Processing Payroll
ARX.0-Benefits Billing Through Accounts Receivable for Direct Debits for Retirees	Year-End Processing Travel and Expenses
TR1.0-Banks and Branches Setup and Processing	Year-End Processing Accounts Payable
TR1.0-Banks and Branches Setup and Processing	Year-End Processing Procurement
TR2.0-Reconciliation-Review and Resolve Exceptions for Transactions that Do not Match	Year-End Processing Front Office
TR3.0-Banking Fee Analysis Using Fee Codes and Fee Structures	Year-End Processing Grants Management
TR4.5-Treasury Transactions-Reporting of Unclaimed Funds and Remittance of those Funds to the State of Texas (Escheatment)	Year-End Processing Asset Management
TR4.0-Treasury Transaction-Wire Transfers of Funds Between Bank Accounts Owned by all Institutions and to other Entities	
TR5.0-Treasury Accounting Using Accounting Templates	
TR6.0-Cash Position Worksheets to Analyze Cash Flows to Determine the Amount of Cash that is Available at a Particular	
TR7.0-Using PeopleSoft Financial Gateway	
TR8.0-Inter Business Unit Cash Transfers Process	
Financial Gateway Settlements Processing Guide	
Bank and Cash Reconciliation Process	
TR2.301-Book to Bank Reconciliation-Bank Statement is Selected	
TR2.302-Book to Bank Reconciliation-Perform Book to Bank Reconciliation	
TR2.303-Book to Bank Reconciliation-Run Book to Bank Reconciliation Report	
TR2.401-Bank Transaction Reconciliation, Exceptions, & Reports-Review Reconciliation Rules	
TR2.402-Bank Transaction Reconciliation, Exceptions, & Reports-Administer Statement Activity Types	
TR2.403-Bank Transaction Reconciliation, Exceptions, & Reports-Administer BSAC Activities	
TR2.405-Bank Transaction Reconciliation, Exceptions, & Reports-Perform Automatic Reconciliation	
TR2.406-Bank Transaction Reconciliation, Exceptions, & Reports-Validate FIN3002 Auto Recon Errors	
TR2.407-Bank Transaction Reconciliation, Exceptions, & Reports-Perform Semi-Manual Reconciliation	
TR2.408-Bank Transaction Reconciliation, Exceptions, & Reports-Perform Semi-Manual UnReconciliation	
TR2.409-Bank Transaction Reconciliation, Exceptions, & Reports-Perform Manual Reconciliation	
TR2.410-Bank Transaction Reconciliation, Exceptions, & Reports-Perform Manual UnReconciliation	
TR2.411-Bank Transaction Reconciliation, Exceptions, & Reports-Perform Force Reconciliation	
TR2.412-Bank Transaction Reconciliation, Exceptions, & Reports-Perform Process Reconciliation	
TR2.413-Bank Transaction Reconciliation, Exceptions, & Reports-Enter External Transactions	
TR2.414-Bank Transaction Reconciliation, Exceptions, & Reports-Review External Transactions	
TR2.415-Bank Transaction Reconciliation, Exceptions, & Reports-Run Recon reports	

Campus Solutions: BPG Listing

Academic Structure	Campus Community
UTS-Block Enrollment	Service Indicator Admissions (to provide or limit access for students)
UTS-Enrollment Requirements	Adding and Updating Checklist Items for the Different Stages of the Application Cycle
UTS-Leading Zero Courses	Adding and Updating Mailed Communications (such as application acknowledgements, missing items, etc.)
UTS-Schedule of Classes	Assigning Communications Using 3C Engine to Multiple applicant/student Records in Batch
UTS-Term Maintenance	Running Communication Generation (i.e. generate a letter) After Communication has Been Assigned
UTS-Test Credit	Maintaining Biographic/Demographic Data
UTS-Transfer Credit	Maintaining Health Data
UTS-Development Courses	Maintaining Identification Data
	Maintaining Participation Data
I Recommend that we reach out to Chris in regards to the value of this Column, these BPGs listed on the other Modules so that this column appears to be a duplicate	Using Population Selection
	Using Comments
	Maintaining Organization Data
	Maintaining Event Data
	Maintaining Committees
	Maintaining FERPA Privacy Control
	Managing SEVIS Solution Visa
	Running UTZ_CC_001_Potential_Duplicate Query
	Admissions Duplicate - prior to Matriculation
	Admissions UnMerge
	Registrar Duplicate - After Matriculation

Campus Solutions: BPG Listing (cont'd)

Recruiting and Admissions	Transfer Credit
Correction Process when Applicant's ID Number was Mistakenly used to Update ID on the Application Transactions	Transfer Credit Processing Including Working Copy of Transcript, Validate Courses, Post Transfer Credit,
Assign Admissions Service Indicators	
Using the Recruiting Category Table to Create Grants and Scholarships	
Adding and Updating Checklist Items for the Different Stages in the Admissions Application Cycle	
Adding and Updating Mailed Communications (such as application acknowledgements, missing items, etc.)	
Admissions Decisions and Matriculation Process	
Parser	
External Test Score Load for SAT Scores	
Withdrawing an Application through Application Maintenance	
Entering Residency Exceptions	
Setting Up the Region Tree and Recruiting Assignment	
Running Communication Generation (i.e. generate a letter) After Communication has Been Assigned	
Loading Apply Texas into Campus Solutions Using File Parser	
Application Entry and Maintenance to Define Steps Required to Manually Enter Non-Degree and Degree Seeking Applicants	
Using the Create/Update Prospects Component to Manually Create Prospect Records and Assign Recruiter to Prospect	
Managing Recruiter Records	
Searching for Records	
Managing Prospects Records	
Managing Applicant Records	
Entering Supporting Information	
Evaluating Applicants Manually	
Managing Enrollment	
Assigning Communications using 3C Engine???	

Campus Solutions: BPG Listing (cont'd)

Financial Aid	Student Financials
Adding and Updating Financial Aid Checklist Items	Assign Student Groups to Differentiate Tuition Rates for Different Students
Financial Aid (FA) Term Build to Reflect all Records, Admissions, and Financial Aid Data for a Student	Housing Deposit Process to Record Transaction in POISE and PeopleSoft
Adding a Comment to a Student for Purpose of Documenting Interactions and reasons for Professional Judgement, etc.	Assigning Negative (Holds) and Positive (Designate Special Services) Admissions Service Indicators
Budget Build to Award Financial Aid Items Types Including Scholarships, Waivers, Grants, Loans, etc.	Processing Self Service ePayment Transactions
Using ISIR Correction Screen to Make Necessary Corrections to FAFSA Information	Using GL Interface Processing
Loading ISIR Files from Department of Education to Campus Solutions	Maintaining Customers
Manual Budget Build to Award Financial Aid Items Types Including Scholarships, Waivers, Grants,	Calculating Tuition and Fees
Manual Financial Aid (FA) Term Build to Reflect all Records, Admissions, and Financial Aid Data for a	Maintaining Receivables
Using Mass Packaging	Administering Payment Plans
Running Institutional Student Information Record (ISIR) Edits	Billing Customers
Entry	Running Cashiering
Viewing National Student Loan Data System for Students (NSLDS) Information	
Processing Financial Aid Applications	
Processing Federal Financial Aid Applications	
Using Institutional Financial Aid Applications	
Verification Process	
Working with Student Budgets	
Authorizing and Disbursing Financial Aid	
Processing Loans Using CommonLine***	
Processing Direct Loans	
Processing Return of Title IV Funds***	
Managing Student Employment	
Processing Pell Payments	
Making a Budget Adjustment	
Processing Parent PLUS Loans	
Using FISAP***	

Campus Solutions: BPG Listing (cont'd)

Advising	Student Records
Core Curriculum Complete	Process to Manage Students with Multiple EMPL
Texas Success Initiative Processing	Create Student and Class Block Enrollment
Advisement Report on Batch Process	Create Course Lists for Enrollment Requirements
Generating and Purging Advisement Reports	Leading Zero Courses
Viewing and Generating Advisement Analysis and Tracking Reports	Managing the Schedule of Classes
	Term Maintenance for Admissions to Use for Admit Term or Expected Graduation Term
	Test Credit Processing including Confirming Text Credit Rules and Loading of Test Results
	Transfer Credit Processing Including Working Copy of Transcript, Validate Courses, etc.
	Creating Developmental Level Courses
	Introduction to Student Records
	Managing the Course Catalog
	Managing Transfer Credit - Academic Fresh Start
	Managing Enrollment Requirements
	Tracking Attendance
	Tracking Student Data
	Grading Students
	Graduating Students
	Producing Transcripts
	Term Activation
	Academic Standing Update
	Blackboard
	Course Inventory Report
	Program Plan Stack Maintenance

EXHIBIT B

Listing of Manuals and Documentation

Word Documents	Adobe PDF Documents
How to Use the UPK Player	UTSystem BN and HR Conf PS Query Tips and Tricks
Manager Self Service Training Course Outline (Draft)	UTShare PeopleSoft 9 1 Project Costing Course Training Guide
KK Back Office Guide	UTShare PeopleSoft 9 1 Project Costing Course Integration
UT System Course Catalog	UTShare PeopleSoft 9 1 Project Costing Course Agenda
Vouchering Glossary	UTShare System Administration HCM Overview Presentation
AP Crosswalk	UTShare FMS Overview - DEFINE to PeopleSoft
Recruiting Solutions Key Terms	UTShare PeopleSoft 9 1 Foundations Course Agenda
Recruiting Crosswalk_v3	UTShare PeopleSoft 9 1 Foundations Course Exercises
PS Basic - UT Share Logo	UTShare PeopleSoft 9 1 Foundations Course Presentation
PS COA - UTA	UTShare PeopleSoft 9 1 Foundations Course Training Guide
PS Basic Info	PeopleSoft-Glossary-of-Terms
UTSA Purchasing Goods and Services Draft_ver5	
Lesson Plan for ePro-Purchasing	
Key Terms To Know for Purchasing Goods and Services	
ePro-Purchasing-Self-Assessment	
ProCard Self Assessment	
ProCard Roles and Responsibilities	
ProCard Limits and Restrictions	
ProCard 5 Steps to Complete Purchase	

Manuals and Documentation (cont'd)

Excel Spreadsheets
PS Table Listing
Assigning Roles to Users-HCM-Utxx Version 1.1
Assigning Roles to Users-FMS-Utxx Version 1.1
HCM Role Worksheet v5.0
FMS worksheet roles v5.0
IT Roles for Training v1.0

Manuals and Documentation (cont'd)

Quick Reference Guides	PowerPoints
New Employee PS Brochure	PeopleSoft Query Workshop 1
UTSYSTEM PS COA Final	PeopleSoft Query Workshop 2
ESS Brochure	PS Query Training
How to Use the UPK Player	Where to find data you're looking for
PS KK Set Up Ledger Inquiry	PeopleSoft Foundations Course - FMS Integration
PS KK Run and Validate Budget Close Process	Manager Self Service Training (Draft) 2
PS KK Review Budget Overview	Commitment Accounting Back Office (Draft)
PS KK Define Budget Period Close	Commitment Control Back Office (Draft)
PS KK Budget Allocation	Manager Self Service Training (Draft)
PS KK Associated Budgets	Employee Self-Service
PS KK Unpost Budget Journal	PeopleSoft Financial Management System
PS KK Post Control Budget Journal	UPK Tool - For Recording
PS KK Enter Budget Transfer Journal	PeopleSoft Travel and Expense
PS KK Enter Budget Journal	Employee Self-Service (ESS)
PS KK Copy Budget Journal	Training-Managing-Department-Funds-UTSHARE
PS KK View and Handle Budget Journal Exceptions	Talent Acquisition Manager I (Recruiting) v1.0
PS KK Mass Delete Budget Journal	PeopleSoft Workshop - Training v4.0 Final
PS KK Import Budget Journal	Front Office
PS Travel	Weekly Time UTEP v1.0
FO QuickGuide	Web Clock UTEP v1.0
Web Clock	Absences UTEP v1.0
Timesheet	Absences_QG v1.0
Entering Vouchers - Final	Accounts Payable FO Training Final
Searching for a Vendor - Final	front office v2
Adding a Vendor - Final	front office
TAM_draft1	Employee Self-Service (ESS)
glossary	Travel and Expense - Final
ESS Brochure	Voucher Entry - Final
ePro-Purchasing_Crosswalk	Requisition Entry - Final
Crosswalk_DEFINE_to_PeopleSoft_Modules	Chart of Accounts - Final
	Time and Absence Reporting_TIMESHEETS_UTSHARE
	Purchasing Goods and Services
	Procurement Card (Procard)

EXHIBIT C

Listing of UPK Library for HCM, FSCM and CS


UPK Library High
Level Inventoryv2.doc


CS UPK Library High
Level Inventory.xlsx

UT System RFP No. SIS11302015 Questions

1. What is the timeframe for scope of work to be completed?
A. [Timeframe for the scope of work will depend evaluation of the proposal submissions.](#)
2. When is the project scheduled to begin?
A. [The project will begin based upon a signed contract.](#)
3. What is the specific location for the onsite Account Lead to work?
A. [4201 North State Highway 161, Suite 200
Irving, TX 75038](#)
4. At which UT System locations is the work to be performed?
A. [Irving, TX location. See Section 5.3.2.1](#)
5. Section 5.3.1.1 (REQUEST FOR PROPOSAL page 28 of 36) indicates BPGs which are fully developed will need to be transferred into UPK. **What tools were used to create existing BPGs and what in formats are the BPGs saved?**
A. [BPGs exist in Word format.](#)
6. Section 5.3.1.2 (REQUEST FOR PROPOSAL page 28 of 36) indicates UPK content needs to meet specific business process requirements acquired by UT System. **How have the UT System specific business process requirements been identified and documented?**
A. [The business process requirements have been documented through both Business Process Guides and by test scenarios.](#)
7. Section 5.3.1.3 (REQUEST FOR PROPOSAL page 28 of 36) references existing Style Guides. **What style guides currently exist?**
A. [There is one Style Guide for UPK in existence.](#)
8. Section 5.3.1.5 (REQUEST FOR PROPOSAL page 29 of 36) references facilitation of Train-the-Train workshops on all business processes with a minimum of two offerings per application/pillar. Exhibit C identifies nearly 1,900 UPK topics representing individual business processes. Covering all business processes in Train-the-Trainer workshops may take up to 60 days (for one offering). **Is UT System certain that all business processes in Exhibit C must be documented and covered in Train-the-Trainer workshops?**
A. [All business processes in Exhibit C must be documented. Not all will be covered in the Train the Trainer workshops.](#)
9. Section 5.3.1.6 (REQUEST FOR PROPOSAL page 29 of 36) Exhibits identifies three categories of documents: BPGs, Manuals and Documentation, and Campus Solutions UPK Library.
How are each of these three types of documents currently accessed and used by:
 - **The IT team and/or project team providing technical support?**
 - **The IT team and/or Shared Services team providing functional support?**
 - **Campus end users who perform transactions or inquiries?**A. [The BPGs and Manuals are accessed from SharePoint. The UPK Library is published to a website from which the materials can be accessed.](#)
10. Section 5.3.1.6.3 (REQUEST FOR PROPOSAL page 29 of 36) Exhibit C is titled as a List of Campus Solutions UPK Library. Topics identified in the list do not reflect only the PeopleSoft Campus Solutions pillar, but rather reflect multiple PeopleSoft pillars (FSCM, HCM, Campus Solutions), and the associated modules and transactions, including those typically only applied to multi-currency, United States Federal (USF) or Canadian

implementations. **Which of the modules and topics listed in Exhibit C are actually being used/executed as part of UT System's current PeopleSoft ERP solution?**

A. Exhibit C now contains inventory of all current UPKs and includes documentation to include the CS existing UPKs. All modules are being used and the topics listed are those which we believe are being utilized.

11. Section 5.4.4.4 (REQUEST FOR PROPOSAL page 29 of 36) refers to training for University functional, technical and train-the-trainer staff. **Please describe UT Training facilities available for this project (number of facilities, locations, room capacity, equipment and network installation).**

Answer:

- a. Training rooms all come equipped with:
 - i. Projectors
 - ii. White Boards
 - iii. AV equipment to allow for screen sharing/remote collaboration
 - iv. Camera(s), Speakers, Microphones
 - v. Rooms are networked and facility allows for guest users to log in and use network
- b. Rooms – All located in our Suite in Irving, Texas:
 - i. Room 1 – 20
 - ii. Room 2 – 50
 - iii. Room 3 – 67

12. Section 5.4.4.4 (REQUEST FOR PROPOSAL page 29 of 36) refers to training for University functional, technical and train-the-trainer staff. **How many University staff need to be trained? Please complete the table below by indicating the number of training participants in each category and location.**

A. The expected attendees of the workshop will vary by campus and their functions will vary as well. We expect 2-3 representatives from each respective campus. Not able to complete the following table based upon this.

Number of Training Participants by Location and Pillar

Location	Functional Training			Technical Training			Train-the-Trainer		
	#CS	#FSCM	#HCM	#CS	#FSCM	#HCM	#CS	#FSCM	#HCM
UT System Shared Data Center									
UT System Administration									
UT Arlington									
UT Austin									
UT Brownsville									
UT Dallas									
UT El Paso									
UT Medical Branch – Galveston									
UT Pan American									
UT Permian Basin									
UT Rio Grande Valley									
UT Tyler									
Other (specify)									

13. Section 5.4.4.4 (REQUEST FOR PROPOSAL page 29 of 36) refers to training for University functional, technical and train-the-trainer staff. **Is the target audience for Technical Training the PeopleSoft IT project team? What is the focus of the Technical Training, system configuration and table maintenance or something else?**
- A. The answer would be the same as question number 12; the final outcome is that all University personnel will have a working knowledge of the content developed. For the purposes of the workshop, the attendees are expected to be 2-3 people from each respective campus.
14. Section 5.4.10 (REQUEST FOR PROPOSAL page 32 of 36) refers to knowledge transaction activities for the maintenance of online content. **Please describe UT System’s current training support structure as it pertains to the development and maintenance of training content. How many resources are currently dedicated to the maintenance of training content? Where are these resources located? What protocol is currently in place for the identification, modification, approval, and deployment of training content?**
- A. UT System is responsible for the UPK Library utilized by all the campuses. The Administrators for the UPK Library are two staff members within Shared Information Services (SIS). The project within this RFP is to build/update the materials that will be utilized by all campuses. SIS Client Services will be responsible for maintenance of training content once the project is completed. The protocol which will be adopted is for the materials to be developed, SIS Client Services will review from a training perspective and approving final product to ensure the processes are documented successfully.
15. Section 5.4.13.1 (REQUEST FOR PROPOSAL page 32 of 36) references implementation of a training plan for the University’s System project team members. **Which PeopleSoft/Hyperion modules and versions are currently implemented? How many project team members are supporting each of the modules? Where are project team members located?**
- Answers:
- a. The number of project team members will be determined during course of project.
 - b. The modules are listed below:
 - i. HCM: Human Resources, Recruiting, Time & Labor, Payroll, Absence Management, Benefits Administration, Commitment Accounting, and Employee Self Service
 - ii. FSCM: General Ledger, Accounts Payable, Travel & Expenses, Grants, Accounts Receivables, Billing, Project Costing, Treasury, Asset Management, Purchasing, Commitment Control, Hyperion Budgeting, and eProcurement
 - iii. Campus Solutions: Campus Community, Admissions, Recruiting, Academic Advising, Student Records, Transfer Credit, Financial Aid, and Student Financials.
 - c. Current version information for CS is PS9.0, HCM PS9.1, and FSCM is PS9.1.

16. Section 5.4.13.2 references development of a communication plan for the System project. **Please describe UT System's current change management and communication structure and protocol regarding the PeopleSoft system updates and training.**
- A. For the purposes of this project, the protocol is being developed.
17. **When responding, is it necessary to use TX DIR as a procurement vehicle? If not, what other options are acceptable?**
- ~~A. Yes, TX DIR should be the procurement vehicle.~~
- A. Correction. The procurement vehicle is the RFP
18. **What are your standard payment terms?**
- A. Net30.
19. **For the HUB goal plan mentioned in the RFP, are we required to have 26% of the work through a HUB (Historically Underutilized Business)? If not, is there a minimum required percentage?**
- ~~A. Yes.~~
- A. Correction. The HUB goal is not a requirement. Only the Good Faith Effort, documented by the HUB Subcontracting Plan, is required. 26% is a goal for Other Services, but it is not required.
20. Does UT have a Learning Management System (LMS)? If so, which software (PeopleSoft ELM, Saba, etc.)? Does it already include a catalog and course structure for existing PeopleSoft training materials?
- A. UT does not have an LMS
21. Does UT currently have a dedicated SharePoint or other repository for all PeopleSoft documentation?
- A. Yes, UT currently has a SharePoint dedicated to PeopleSoft documentation.
22. Will UT have PeopleSoft functional and/or technical consultants working/supporting during the project?
- A. No, Contractors working on this project are those we are trying to engage through RFP process. These consultants may interact with others UT are currently employing.
23. Is it intended that the vendor will assess, update, and create all BP guides (over 350) listed in Exhibit A? (5.3.1)
- A. It is intended that the vendor will assess, update, and for those which are missing – create all BP Guides listed in Exhibit A.
24. Has assessment of all BP already been done, including documenting and gathering all appropriate information, ready for project use? (ref 5.3.1.1)
- A. No, complete assessment has not been accomplished as part of this project.
25. Is the intention to store BP guides in UPK, to allow users of UPK to access them directly from UPK digital output or is the reference related to an LMS which houses UPK output (and should include the BP guides)? (ref 5.3.1.1)
- A. UT does not have an LMS. The intention is to store the BP guides in UPK to allow users of UPK to access from a website that these are published to.
26. There are 50 pages of UPK topics (over 2000 individual topics, mixed vanilla and previously customized). Does the scope include analyzing all of them and making changes to all of them or is there an expectation that only a certain percentage of them will be done? (ref 5.3.1.2)
- A. Unable to provide specific percentage of what will be utilized. The listing is an inventory of what is currently available. The expectation is that the customized content will be updated and the vanilla (PeopleSoft delivered content) will be leveraged when possible to fill in gaps.

27. During your self-analysis, were necessary changes gathered, whether formal documents or notes used to formulate the needs summary? (ref 5.3.1.2).
- A. Some necessary changes have been documented already, the rest are in the process of being documented, and some changes will need to be identified during the project.
28. Do existing customized UPK recordings include sound? (ref 5.3.1.3)
- A. No
29. Are intended TTT sessions for instructors who handle ongoing support and new hire classes, or will existing employees go through retraining using materials constructed during this project? (ref 5.3.1.4 & 5.3.1.5)
- A. TTT sessions are intended for instructors who handle ongoing support and new hire classes. In some cases the respective instructors may decide to provide retraining to existing employees using materials constructed during the project.
30. "...reflecting the correct procedures and its entirety." What does "entirety" reference? (Ref 5.3.1.6.3)
- A. Content which reflects the business processes and which is complete.
31. 5.4.4.2 references UPK in the 'System'? Where and in what System (i.e. LMS, performance support with PeopleSoft)?
- A. UT System
32. Is there currently a digital landing place for all materials, after publishing with UPK, from which employees access them? (ref 5.4.5.4)
- A. Yes, there is a website to which the available UPK content is published and from which our employees can access.
33. What does "all materials needed.. to maintain and operate the System securely and effectively" include? Anything aside from what is listed in 5.3.1.6? (ref 5.4.6)
- A. Anything needed to reflect our business process guides.
34. Are all existing materials listed in the RFP currently in compliance with Texas Administration Code (Title 1, Chapter 213 and 206) and other references included in Appendix Three?
- A. The expectation is that at the end of the project all developed and updated content will be in compliance with all applicable state and federal regulations including the Texas Administration Code Title 1, Chapter 213 and 206 as well as section 508.
35. Appendix 5, General Protection of University Records, Question 1 refers to Section 5.3.4 of the RFP. There is no such section. Please provide clarification.
- A. Omit the reference to "Section 5.3.4 of the RFP"
36. Are there any planned interruptions with dedicated UTS resources occurring during the subsequent project delivery period?
- A. No
37. Can UTS supply a Rough Order of Magnitude (ROM) around the anticipated level of effort for a typical "fully-developed" BPG to be converted into UPK?
- A. UTS cannot provide an ROM for the anticipated level of effort for a typical "fully-developed" BPG to be converted into UPK
38. Can UTS supply a ROM around the anticipated level of effort to develop a typical "to be developed" BPG? We assume #3 estimate would apply for conversion into UPK.

A. UTS cannot provide an ROM for the anticipated level of effort to develop a typical “to be developed” BPG

39. What UTS internal resources will be made available for the project? What is their expected involvement with the project deliverables?

Answers:

- a. SIS Client Services will support from a facilitation as well as UPK content development perspective
- b. SIS Business Analysts for specific Modules will assist form a Business Process perspective