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UTSystem Admin RFP - Hosting & Managed Srvcs for Oracle PeopleSoft Applications **Updated 10-11-13**

Open Date: 10/21/13 01:00 PM

Agency Requisition Number: EIS20131014

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: 423177 (in bytes) Type: Specification Format: Acrobat PDF Files

-**Package 2** size: 345600 (in bytes) Type: Specification Format: Word for Windows 97

October 11th Update:Question&Answers doc. revised (package 2) ***October 10th Update:Question&Answers doc. revised (package 2)*** ***October 8th Update:Question & Answers document added (package 2)*** ***October 7th Update:Due Date has changed to 10/21/2013.*** The University of Texas System Administration ("University") is soliciting proposals in response to this Request for Proposal, RFP No. EIS20131014 (this "RFP"), from qualified vendors to provide Hosting & Managed Services related to Oracle PeopleSoft Applications (the "Services"). The Services, which are more specifically described in Section 5 of this RFP, include (1) hosting production and non- production environments of PeopleSoft Human Capital Management ("HCM"); (2) hosting production and non-production environments of PeopleSoft Financial Management Solutions ("FMS"); (3) hosting production and non- production environments of PeopleSoft Campus Solutions; (4) hosting production and non-production environments of PeopleSoft Enterprise Performance Management ("EPM") for HCM and FMS; (5) hosting production and non-production environments of PeopleSoft Public Sector Planning and Budgeting; (6) hosting production and non-production environments of PeopleSoft Enterprise Portal; and (7) hosting production and non- production environments of PeopleSoft Oracle Business Intelligence Enterprise Edition+ ("OBIEE+").

Agency: UNIVERSITY OF TEXAS SYSTEM (720)

Open Date: 10/21/13 01:00 PM

Agency Requisition Number: EIS20131014

Previous Price Paid: N/A

Solicitation type: 14 Days or more for entire solicitation package

NIGP Commodity Code(s):

Class-Item: 920 - 03

Contact Information:

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Email: sgroom@utsystem.edu

Upload Date: 2013-09-27 10:06:47.153 Updated date: 2013-10-31 12:46:45.72

REQUEST FOR PROPOSAL

by

The University of Texas System Administration

for

**Selection of a Vendor to Provide
Hosting & Managed Services**

related to

Oracle PeopleSoft Applications

RFP No. EIS20131014

Submittal Deadline: ~~October 14~~ 21, 2013

Issued: September 26, 2013

REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 Description of University

The University of Texas System (“**University**” or “**UT System**”) is the largest system of public higher education in Texas and is composed of 15 educational institutions (“UT institutions”), including 9 general academic institutions and 6 health institutions, 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, now known as The University of Texas Medical Branch at Galveston. From these origins, The University of Texas System has grown to include 15 institutions and employ more than 100,000 faculty and staff employees. The UT System’s operating budget for FY **2013** is **\$14.3 billion**. 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.

The current shared services initiative is to implement a single shared Financial Management and Human Capital Management system for seven academic institutions with the intent for two additional institutions to be added within the following year this initial implementation. The academic institutions implementing currently with a planned go-live of March 1, 2014 include: The University of Texas at Arlington (UTA), The University of Texas at El Paso (UTEP), The University of Texas at Permian Basin (UTPB), The University of Texas at San Antonio (UTSA), and The University of Texas at Tyler (UTT), The University of Texas at Brownsville (UTB), and the University of Texas System Administration (UTS). The conversion effort for the participating institutions will include UTEP, UTA, UTT, UTPB, UTSA and UTS all converting from UT Austin’s DEFINE system. UTB will be converting from DataTel. Currently UTD is in production

with its own set of HCM and FMS production and non-production database environments. Additionally, UTD, UTT and UTA all have Campus Solutions production and non-production environments. There will be additional Campus Solutions implementations.

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.

1.3 Objective of this Request for Proposal

The University of Texas System Administration ("**University**") is soliciting proposals in response to this Request for Proposal, RFP No. EIS20131014 (this "**RFP**"), from qualified vendors to provide Hosting & Managed Services related to Oracle PeopleSoft Applications (the "**Services**"). The Services, which are more specifically described in **Section 5** of this RFP, include (1) hosting production and non-production environments of PeopleSoft Human Capital Management ("HCM"); (2) hosting production and non-production environments of PeopleSoft Financial Management Solutions ("FMS"); (3) hosting production and non-production environments of PeopleSoft Campus Solutions; (4) hosting production and non-production environments of PeopleSoft Enterprise Performance Management ("EPM") for HCM and FMS; (5) hosting production and non-production environments of PeopleSoft Public Sector Planning and Budgeting; (6) hosting production and non-production environments of PeopleSoft Enterprise Portal; and (7) hosting production and non-production environments of PeopleSoft Oracle Business Intelligence Enterprise Edition+ ("OBIEE+").

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 **1:00 p.m.**, Central Prevailing Time on **Monday, October 44 21, 2013** (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**"):

Shelia Groom
The University of Texas System Administration
Information System Shared Services
200 E. Loop 820
Room 235
Fort Worth, TX 76112
Email: sgroom@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 October 09, 2013. University will have a reasonable amount of time to respond to questions or concerns. It is University's intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection

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

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

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

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

- 2.3.1 Threshold Criteria Not Scored
- 2.3.1.1 Ability of University to comply with laws regarding Historically Underutilized Businesses; and
 - 2.3.1.2 Ability of University to comply with laws regarding purchases from persons with disabilities.
- 2.3.2 Scored Criteria
- 2.3.2.1 the cost of goods and services;
 - 2.3.2.2 the reputation of the Proposer and of the Proposer's goods or services;
 - 2.3.2.3 the quality of the Proposer's goods or services;
 - 2.3.2.4 the extent to which the goods or services meet the University's needs;
 - 2.3.2.5 the Proposer's past relationship with the University;
 - 2.3.2.6 the total long-term cost to the University of acquiring the Proposer's goods or services
 - 2.3.2.7 the Proposer's responses to the questions posed or information requested in **Section 5** of this RFP; and
 - 2.3.2.8 the Proposer's exceptions to the terms and conditions set forth in **Section 4** of this RFP.

2.4 Key Events Schedule

Issuance of RFP	September 26, 2013
Pre-Proposal Conference (ref. Section 2.6 of this RFP)	October 02, 2013
Deadline for Questions/Concerns (ref. Section 2.2 of this RFP)	October 09, 2013
Submittal Deadline (ref. Section 2.1 of this RFP)	1:00 p.m. Central Prevailing Time on Monday, October 14 21, 2013

2.5 Historically Underutilized Businesses

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

from this RFP. Furthermore, any subcontracting of the Services by the Proposer is subject to review by University to ensure compliance with the HUB program.

- 2.5.2 University has reviewed this RFP in accordance with Title 34, *Texas Administrative Code*, Section 20.14, and has determined that subcontracting opportunities are probable under this RFP.
- 2.5.3 The HUB goal for purposes of this RFP is 24.6%. 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: Stephanie Park
HUB Coordinator
Phone: 512 499-4378
Email: spark@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 six (6) originals of the HSP to University at the same time it submits its proposal to University (ref. **Section 3.2** of this RFP.) The six (6) 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

2.6 Pre-Proposal Conference

University will hold an optional pre-proposal conference at **1:30 p.m.** Central Prevailing Time on Wednesday, October 02, 2013 in Room 212 of the Arlington Regional Data Center located at 200 E. Loop 820, Fort Worth, TX 76112. The pre-proposal conference will allow all Proposers an opportunity to ask University's representatives relevant questions and clarify provisions of this RFP.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit a total of six (6) complete and identical printed copies of its *entire* proposal as well as one (1) electronic copy of its *entire* proposal on a USB flash drive. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

3.2 Submission

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

Jennifer Murphy
 Director of Accounting & Purchasing
 The University of Texas System Administration
 220 West Seventh Street
 Austin, Texas 78701
Jennifer.Murphy@utsystem.edu

3.3 Proposal Validity Period

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

3.4 Terms and Conditions

3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, 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 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. **[NOTE: To be completed based on successful Proposer's response to Section 6.3]**

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 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
201 W. 7th Street
Attn: Executive Vice Chancellor
Austin, Texas 78701-2982

with copy to: Office of System-wide Information Services
The University of Texas System Administration
210 West 6th Street
CTJ 2.218
Attn: Chief Information Officer
Austin, TX 78701

with copy to: Office of Shared Services
The University of Texas System Administration
Office of Shared Services
200 E. Loop 820
Attn: Director of Enterprise Information Shared Services
Fort Worth, TX 76112

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: Margaret Knox
Chief Information Officer
The University of Texas System Administration

System-Wide Information Services
 210 West 6th Street
 CTJ 2.218
 Austin, TX 78701
 Fax: (512) 499-4953
 Email: mknox@utsystem.edu

with copy to: Dr. Dawn Stoyanoff
 Director of Information System Shared Services
 The University of Texas System Administration
 Office of Shared Services
 200 E. Loop 820
 Attn: Director of Enterprise Information Shared Services
 Fort Worth, TX 76112
 Email: dstoyanoff@utsystem.edu

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 4.13.1.1, 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 in the form, with companies admitted to do business in the State of Texas and having an A.M. Best Rating of A-:VII or better, and in amounts (unless otherwise specified), as University may require:

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 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for University. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

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

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (any one person)	\$ 10,000
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 or its subcontractor's liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this contract.

4.16.1.4 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage;

4.16.1.5 Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of the Contractor and its subcontractors under the Agreement. Renewal policies written on 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 for two (2) full years after the expiration or cancellation of this 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 two years after the expiration of cancellation of this policy.

4.16.1.6 Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate with a deductible of no more than \$10,000, and (i) will be excess over and be no less broad than and "following form" of all included coverage described above. Inception and

expiration dates will be the same as the underlying policies. Drop-down coverage will be provided for reduction and/or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured.

- 4.16.1.7 Contractor's Employee Theft 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 \$1,000,000 per claim. Independent contractors or subcontractor's insurance will be primary to any insurance carried by University. 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 Theft policy will name University as Loss Payee.
- 4.16.1.8 Privacy Liability and Network Risk Insurance with limits of not less than \$10,000,000 per occurrence and in the aggregate. Privacy liability losses connected to network security wrongful acts (\$10,000,000), privacy wrongful acts (\$10,000,000), and media wrongful acts (\$10,000,000) including regulatory fines and penalties (\$10,000,000). Network Risk Insurance coverage for first party property including electronic data: Business Interruption Costs with limits of not less than \$500,000 each for business interruption, reduction in business income (\$500,000), forensic investigation expenses (\$500,000), costs to restore (\$500,000), and extra expense (\$500,000); Crises Management Expenses with limits of not less than \$1,000,000, Network Extortion limit of \$500,000, Statutorily Mandated Notification & Credit Monitoring Costs Limit of \$10,000,000; Voluntary Notification & Credit Monitoring costs limit of \$10,000,000; International Notification costs limit of \$500,000 and Data Forensic Expenses limit of \$500,000. Contractor will be responsible for any and all deductibles or waiting period requirements under the Privacy Liability and Network Risk insurance policies purchased. If policy is written on a claims-made basis, the retroactive date should be prior to the commencement of this contract. If written on a claims-made basis the extended Reporting Period should be for at least a two year period. University will be named as an additional insured and will be provided with a waiver of subrogation, both by endorsement to the required policy.

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 of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Contractor under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than 30 days after each annual insurance policy renewal.
- 4.16.2.2 **All insurance policies**, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents of The University of Texas System, The University of Texas System and University as Additional Insured for activities arising out of this contract on an ISO (CG 20 26 0704) form. If

contractor is providing completed work or operations the required general liability policy will be endorsed and name The Board of Regents of The University of Texas System, The University of Texas System and University as Additional Insured for activities arising out of this contract on an ISO (CG 20 37 0704). Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

4.16.2.3 **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, The University of Texas System and 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 30 days prior to any cancellation, material change, or non-renewal relating to any insurance policy required herein.

4.16.2.4 Contractor or its subcontractors are responsible for any self-insured retentions, or deductibles that apply to any policy limit required herein.

4.16.2.5 **Certificates of Insurance.** Approved Texas Department of Insurance certificates will be mailed, faxed, or emailed to the following University procurement contact.

University Procurement Contact:

Address:

Facsimile Number:

Email Address:

4.16.3 The insurance policies required in this Agreement will be kept in force for the periods specified below:

4.16.3.1 Both required and optional coverages will be kept in force until receipt of Final Payment to Contractor from University;

Required: Commercial General Liability Insurance;
Business Automobile Liability Insurance;

Optional: Liquor Liability;
Professional Liability;
Umbrella/Excess Liability Insurance;
Contractor's Crime Insurance;
Builders' Risk/Installation Floater;
Privacy Liability and Network Risk Insurance; and

4.16.3.2 Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Work has been fully performed and accepted by University in writing.

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 AND THE UNIVERSITY OF TEXAS SYSTEM, AND THEIR 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: <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 4.27**. 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.

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

Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University and/or component institutions of University, or (3) have access to, records or record systems of University and/or component institutions of University (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**”) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), and/or protected health information subject to the Health Insurance Portability and Accountability Act and Code of Federal Regulations Title 45, Part 160 and subparts A and E of Part 164 (collectively HIPAA). Specific compliance requirements with respect to records subject to FERPA are addressed in Section 4.27. Specific compliance requirements with respect to records subject to HIPAA are addressed in Section 4.26. In addition to Contractor represents, warrants, and agrees that all University records that Contractor receives or maintains on behalf of University or its component institutions remain the exclusive property of University and/or the component institution on whose behalf Contractors maintains these records. Contractor further represents, warrants, and agrees that it will: (1) hold all 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 at all times according to the administrative, physical and technical standards (required by University n; (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 as applicable FERPA, HIPPA and the Gramm-Leach Bliley Act, or any other applicable privacy law and the terms of this Agreement; and (4) comply with the University’s rules, policies including but not limited to UTS 165 [insert link], and procedures regarding access to and use of University’s computer systems.

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 at all times promptly provide University with all information requested by University regarding the impermissible use or disclosure. For purposes of this Agreement, an “Impermissible Use” includes any access by

Contractor's employees or agents for a reason not specifically authorized in this Agreement and an Impermissible Disclosure includes any disclosure not specifically authorized in this Agreement.

- 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, securely destroyed. For purposes of this Agreement, "securely destroyed shall mean securely destroy" shall mean shall mean (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. 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. If destruction or return of all of University's Records is not feasible within the twenty day period, the parties may agree in writing to one additional twenty (20) day extension in which Contractor shall accomplish the destruction or return of all 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 enter into a written HIPAA compliant agreement that requires 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 HIPAA Compliance

Contractor agrees and understands that some of the records it receives from University component institutions may contain protected health information that is subject to HIPAA. Contractor further agrees that before it can receive or maintain any records subject to HIPAA, it will execute a HIPAA Business Associate Agreement (“**BAA**”) with the component institution that contains all of the essential terms required by the component institution to ensure that Contractor complies with HIPAA and the component institution’s HIPAA Privacy and Security policies. Contractor also agrees to comply with the requirements set forth in Section 4.25 as to all FERPA Data.

4.27 FERPA Compliance

Contractor agrees and understands that some of the records it receives from University component institutions may contain education records or personally identifiable information from education records that are subject to FERPA (“FERPA Data”). Contractor further agrees that before it can receive or maintain any records subject to FERPA that it will execute a FERPA compliant agreement with the component institution that contains all of the essential terms required by the component institution to ensure that Contractor complies with FERPA and the component institution’s FERPA policies, including but not limited to, recognition that component institution retains the right to control Contractor’s access, use, disclosure of all records, including without limitation, the requirements of 34 CFR § 99.33(a). Contractor also agrees to comply with the requirements set forth in Section 4.25 as to all FERPA Data.

4.28 Default and Termination

4.28.1 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.

4.28.2 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.

4.28.3 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.

4.28.4 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.

4.28.5 In the event that this Agreement is terminated, then within thirty (30) days after termination, Contractor will reimburse University for all fees paid by University to Contractor that were (a) not earned by Contractor prior to termination, or (b) for

goods or services that University did not receive from Contractor prior to termination.

4.29 Binding Effect

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

4.30 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.

4.31 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.

4.32 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. **[NOTE: The above Exhibit will be completed during contract negotiations with the successful Proposer.]**

4.33 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. **[NOTE: The above Exhibit will be completed during contract negotiations with the successful Proposer.]**

4.33.1 **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 4.18** to replace the HSP with the revised subcontracting plan.

4.33.2 **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.

4.34 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 do so. Contractor will not knowingly assign any individual to provide Services 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.

4.35 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.

4.36 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. Including but not limited to Sections 4.25, 4.26, 4.27 and 4.28.

4.37 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 Proven hosting/managed services experience with PeopleSoft Higher Education products.

5.2.2 Proven experience in multi-institution shared services hosting/managed services.

5.2.3 Proven experience with hosting PeopleSoft HCM, PeopleSoft FMS, PeopleSoft Campus Solutions, Hyperion Public Sector Budgeting & Planning, PeopleSoft EPM for HCM and for FMS, OBIEE+ and PeopleSoft Enterprise Portal in the versions utilized by UT System.

5.2.4 Ability to adequately staff and maintain staffing during its performance under any contract resulting from this RFP.

5.3 Additional Questions Specific to this RFP

Proposer must submit the following information as part of Proposer’s proposal; if Proposer is selected as the Contractor, then such information will be incorporated into the Agreement and will be binding on Contractor:

5.3.1 If Proposer takes exception to any terms or conditions set forth in **Section 4** of this RFP, Proposer will submit a list of the exceptions.

5.3.2 Proposer’s must identify, in detail, all past or current experience that it possesses in performing the Services set forth in this RFP for public or private higher education entities, particularly those with a structure and scale similar to that of the University.

5.3.3 In its proposal, Proposer must provide a detailed description of the Proposer’s HIPAA Privacy and Security Compliance programs as a HIPAA Business Associate as these would apply to System data. Include information on workforce training and monitoring. Describe all policies and practices implemented to ensure the privacy of all confidential information as defined in the Agreement, including but not limited to protected health information as defined by the HIPAA privacy rule, employee/participant information, or other confidential information about the System and its participants. Include a link to the Proposer’s HIPAA policies as well as a brief description of any HIPAA or state law privacy violations alleged against the Proposer by consumers or the US Department of Health and Human Services, including the outcomes. Proposer must affirmatively indicate its willingness to enter a HIPAA BAA as required by Section 4.26.

- 5.3.4 In its proposal, Proposer must indicate whether it will consent to include in the Agreement the “Access by Individuals with Disabilities” language that is set forth in **APPENDIX FOUR Access by Individuals with Disabilities**. If Proposer objects to the inclusion of the “Access by Individuals with Disabilities” language in the Agreement, Proposer must, as part of its proposal, specifically identify and describe in detail all of the reasons for Proposer’s objection. NOTE THAT A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION.
- 5.3.5 In its proposal, Proposer must provide a detailed description of the Proposer’s HIPAA Privacy and Security Compliance programs as a HIPAA Business Associate as these would apply to System data. Include information on workforce training and monitoring. Describe all policies and practices implemented to ensure the privacy of all confidential information as defined in the Agreement, including but not limited to protected health information as defined by the HIPAA privacy rule, employee/participant information, or other confidential information about the System and its participants. Include a link to the Proposer’s HIPAA policies as well as a brief description of any HIPAA or state law privacy violations alleged against the Proposer by consumers or the US Department of Health and Human Services, including the outcomes. Proposer must affirmatively indicate its willingness to enter a HIPAA BAA as required by Section 4.26.
- 5.3.6 In its proposal, Proposer must provide a detailed description of Proposer’s awareness of and ability to comply with FERPA as it applies to the outsourcing of FERPA data by an institution of higher education and any experience and/or policies it has adopted with respect to FERPA compliance. Proposer must affirmatively indicate its willingness to execute a FERPA compliance agreement as required by Section 4.27
- 5.3.7 In its proposal, Proposer must respond to each item listed in **APPENDIX FIVE, Electronic and Information Resources (“EIR”) Environment Specifications**. **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.
- 5.3.8 In its proposal, Proposer must respond to each item listed in **APPENDIX SIX, Security Characteristics and Functionality of Contractor’s Information Resources**. **APPENDIX SIX** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX SIX** will be incorporated into the Agreement and will be binding on Contractor.
- 5.3.9 Provide complete pricing for the options listed scope of work listed in section 5.4.
- 5.3.10 **Data Center Services (Hosting)**
- 5.3.10.1 Provide detailed information about your hosting physical environment. Specifically address the following items:
- 5.3.10.1.1 Where are your Data Centers located? How many do you have?
- 5.3.10.1.2 Describe the Data Center’s physical environment (Flooring, AC, generator, etc.)

- 5.3.10.1.3 Do you operate your own Data Centers or do you outsource? If you outsource, to whom do you outsource and where are they located? Describe this relationship.
- 5.3.10.1.4 Do you outsource outside of the continental United States?
- 5.3.10.1.5 Describe the practices and services available within your Data Center to prevent unscheduled down time, including system redundancy, power backup, network redundancy, environmental controls, security, etc.
- 5.3.10.1.6 Describe partnerships with hardware and software vendors.
- 5.3.10.1.7 What is your capital investment strategy over the next three years?
- 5.3.10.1.8 What is your strategy to keep infrastructure current? How often is hardware refreshed or replaced?
- 5.3.10.2 Provide detailed information about your hosting physical security at your Data Center. Specifically address the following items:
 - 5.3.10.2.1 Describe structure design, practices, and measures taken to secure physical access and protect assets.
 - 5.3.10.2.2 Describe if and how client servers, storage, and network are isolated from other customers. How are decisions made around clients sharing infrastructure components? Please provide examples.
 - 5.3.10.2.3 Describe your employee screening procedure including performing background checks for employees or contracted third parties who will have access to confidential information.
- 5.3.10.3 How does your hosting infrastructure solution able to address temporary surges in users (e.g. beginning of academic term, end of year processing, etc.), to meet expected additional peak periods of volume through the year? Please describe how you have done this for current customer demands.
- 5.3.10.4 What software do you supply as part of your hosting solution? Do you utilize any third party tools or software to facilitate proactive support? Identify all of your proposed contractual terms and conditions required for such software or tools.
- 5.3.10.5 Describe the hardware utilized for your hosting offering. Please address any partnerships with vendors outside of your organization to help you facilitate your proposed service delivery.
- 5.3.10.6 How do you ensure proper server provisioning and what level of certification have you attained as an authorized provider of support services for the hardware that you support?
- 5.3.10.7 What technology do you utilize for data storage? What measures are in place to prevent data loss?
- 5.3.10.8 What hardware do you provide for network connectivity in the Data Center or customer premises?
- 5.3.10.9 Describe your process for maintaining current technology levels for hardware and operating systems. What preventive maintenance measures do you provide? What are your hardware repair capabilities? Do you maintain computer and network spare parts inventories onsite?
- 5.3.10.10 How do you support interfaces with the PeopleSoft applications and what inbound/outbound security and communication mechanisms are in place. How do you ensure stability for these interfaces?
- 5.3.10.11 Describe your security infrastructure. Please include information on applications, platform, data, etc. What strategies are employed to ensure security? What is your escalation procedure if there is a security failure?
- 5.3.10.12 What tools, technologies and procedures do you employ for monitoring, preventing, and correcting for system errors and performance problems with the network, systems, and database?

- 5.3.10.13 How are the connections between the University and your Data Center facility established and managed? What is the strategy if this connection fails? How is this monitored and communicated?
- 5.3.10.14 Describe your disaster recovery plan. How does your Data Center strategy address high-availability and disaster recovery requirements? What are your disaster recovery procedures? Describe your disaster recovery strategy. Do you use another vendor for your back-up for disaster recovery? If so, who is the vendor?
- 5.3.10.15 Describe how the hosting services provided are monitored. Are the systems to be available 24 x 7 x 365 except for scheduled maintenance? Describe scheduled maintenance periods. Do you monitor the entire infrastructure including applications, servers, databases, and networks for both performance and fault detection? What is your notification procedure in the event of failure? Does the University get real-time visibility into performance and monitoring status? Please explain how this is proposed to be provided.
- 5.3.10.16 What specific metrics/targets do you track to measure your performance related to availability?
- 5.3.10.17 Describe any external security audit with which you are in good standing (e.g. SSAE 16 or equivalent) and provide a copy of your most recent audit. Describe your procedures for auditing services, any audit standards used for auditing purposes, and the frequency of those audits.
- 5.3.11 Application Management (Hosted)**
- 5.3.11.1 Are application upgrades included at no extra charge for the application management? Are upgrades included for PeopleTools at no extra charge? If so, how many and how often?
- 5.3.11.2 The University will manage application level access control. How will access be provided to accommodate this work?
- 5.3.11.3 The University will need full development level access to the non-production databases. How do you propose that this be provided? Describe the level of access that applications programmers will have in each production and non-production environment. Describe your change management methodology and process. Describe your migration/deployment policies and procedures including your proposed roles/responsibilities and the proposed roles/responsibilities of the University.
- 5.3.11.4 How will the University staff be able to access the servers to be able to log in and verify configuration settings/files, logs, etc?
- 5.3.11.5 How are restores and refreshes of databases managed for hosted applications?
- 5.3.11.6 Please describe your help desk and incident report process and tools completely. Include information on metrics, communication, policies, procedures, etc.
- 5.3.11.7 Describe Database Administration for hosted applications. Include information on staff qualifications, security tools and monitoring tools, remote access, management of upgrades and patches, and change control processes.
- 5.3.11.8 How is server administration managed for hosted applications? Include information on staff qualifications, security tools and monitoring tools, remote access, management of upgrades and patches, and change control processes.
- 5.3.11.9 Describe your network administration for hosted applications. Please include information on bandwidth, service providers and your contracts

with those providers, security, topology, and connectivity for the University. Include information on University requirements to work with your services.

- 5.3.11.10 Describe how you manage storage including disaster recovery.
- 5.3.11.11 Describe how you manage security in relation to all levels of the databases. Describe your audit procedure, frequency, and monitoring practices.

5.3.12 Data Center Services (Managed Services)

- 5.3.12.1 How would managed services, providing management of University hardware, software, databases, etc. at University site, be managed for the scope listed in Section 5.4 below. Provide applicable pricing options.
- 5.3.12.2 Are the staff that provide managed services in the continental United States? Are any services provided by off-shore resources
- 5.3.12.3 Describe your employee screening procedure including performing background checks for employees or contracted third parties who will have access to confidential information.
- 5.3.12.4 How is your managed services solution able to address temporary surges in users (e.g. beginning of academic term, end of year processing, etc.), to meet expected additional peak periods of volume through the year? Please describe how you have done this for current customer demands.
- 5.3.12.5 Describe the hardware or software utilized for your managed service offering. Please address any partnerships with vendors outside of your organization to help you facilitate your proposed service delivery.
- 5.3.12.6 How are the connections between the University and your Data Center facility established and managed for your managed services solution? What is the strategy if this connection fails? How is this monitored and communicated?
- 5.3.12.7 Describe how the managed services provided are monitored. What monitoring solution do you utilize? Are the systems to be available 24 x 7 x 365 except for scheduled maintenance? Describe scheduled maintenance periods. Do you monitor the entire infrastructure including applications, servers, databases, and networks for both performance and fault detection? What is your notification procedure in the event of failure? Does the University get real-time visibility into performance and monitoring status? Please explain how this is proposed to be provided.
- 5.3.12.8 What specific metrics/targets do you track to measure your performance related to availability?

5.3.13 Application Management (Managed Services)

- 5.3.13.1 Are application upgrades included at no extra charge for the application management? Are upgrades included for PeopleTools at no extra charge? If so, how many and how often?
- 5.3.13.2 The University will need full development level access to the non-production databases. Describe your change management methodology and process. Describe your migration/deployment policies and procedures including your roles/responsibilities and the roles/responsibilities of the University.
- 5.3.13.3 How are refreshes and restores of databases managed with your managed services solution?
- 5.3.13.4 Please describe your help desk and incident report process and tools completely. Include information on metrics, communication, policies, procedures, etc.

- 5.3.13.5 Describe database administration for managed services applications. Include information on staff qualifications, security tools and monitoring tools, remote access, management of upgrades and patches, and change control processes.
- 5.3.13.6 How is the server administration for managed services applications managed? Include information on staff qualifications, security tools and monitoring tools, remote access, management of upgrades and patches, and change control processes.
- 5.3.13.7 Describe your network administration for managed services applications. Please include information on bandwidth, service providers and contract with providers, security, topology, and connectivity for the University. Include information on University requirements to work with your services.

5.3.14 Privacy

- 5.3.14.1 The database hosting or managed services may be a Covered Entity that is required to comply with all applicable provisions of the Health Insurance Portability and Accountability Act, codified at 42 USC § 1320d through d-8 (HIPAA), and any regulations, rules, and mandates pertaining to the HIPAA privacy and security rules, as well as with any applicable state medical privacy requirements. The vendor will also be required to comply with System's privacy and applicable information technology security policies. The vendor contract may include a Business Associate Agreement that the vendor will be required to sign. In response to the related interrogatories included in Appendix 6 of this RFP, the vendor must describe in detail its HIPAA Privacy and Security programs as well as its information security program.
 - 5.3.14.1.1 Please provide a detailed description of the vendor's HIPAA Privacy and Security Compliance programs as these would apply to System data. Include information on workforce training and monitoring. Describe all policies and practices implemented to ensure the privacy of all confidential information as defined in the Contract, including but not limited to protected health information as defined by the HIPAA privacy rule, employee/participant information, or other confidential information about the System and its participants. Include a link to the vendor's HIPAA policies and Notice of Privacy Practices as well as a brief description of any HIPAA violations alleged against the vendor by consumers or the Department of Health and Human Services, including the outcomes. (See Appendix 6 for additional questions regarding Information Security.)
 - 5.3.14.1.2 Confirm that the vendor is currently in compliance with all HIPAA requirements; in particular, confirm compliance with the rules and regulations applicable to data transmission and privacy, and the organization's willingness to comply with future changes.
 - 5.3.14.1.3 Provide the name of vendor's HIPAA privacy officer and a description of his or her qualifications.
- 5.3.14.2 The database hosting or managed services is a Covered Entity that contains information subject to 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**") as outlined in Section 4.25 of this RFP. The vendor will also be required to comply with System's privacy and applicable information technology security policies. In response to the related interrogatories included in Appendix 6 of this RFP, the vendor

must describe in detail its FERPA Privacy and Security programs as well as its information security program.

- 5.3.14.2.1 Please provide a detailed description of the vendor's FERPA Privacy and Security Compliance programs as these would apply to System data. Include information on workforce training and monitoring. Describe all policies and practices implemented to ensure the privacy of all confidential information as defined in the Contract, including but not limited to protected health information as defined by the FERPA privacy rule, employee/participant information, or other confidential information about the System and its participants. Include a link to the vendor's FERPA policies and Notice of Privacy Practices as well as a brief description of any FERPA violations alleged against the vendor by consumers or governing agencies, including the outcomes. (See Appendix 6 for additional questions regarding Information Security.)
- 5.3.14.2.2 Confirm that the vendor is currently in compliance with all FERPA requirements; in particular, confirm compliance with the rules and regulations applicable to data transmission and privacy, and the organization's willingness to comply with future changes.
- 5.3.14.2.3 Provide the name of vendor's FERPA privacy officer and a description of his or her qualifications.

5.3.15 Experience

- 5.3.15.1 Please provide your experience hosting and/or providing remote or on-site managed services to Higher Education institutions.
 - 5.3.15.2 Please provide your experience hosting/providing remote managed services for PeopleSoft HCM, FMS, Campus Solutions, EPM, Hyperion, Enterprise Portal and OBIEE. For how many years? How large of an institution? Any multi-institution environments in a single database?
 - 5.3.15.3 How many employees do you have dedicated to your hosting business (not including consultants)? How many employees do you have dedicated to your managed services business (not including consultants)?
 - 5.3.15.4 How many clients do you have that are in production and for how long? Differentiate between hosting and remote managed services and/or on-site managed services.
 - 5.3.15.5 How many FTE's are supporting your hosted environments? Are these vendor employees or subcontractors?
 - 5.3.15.6 How many hosted clients will we be sharing resources? Describe your staffing ratios per client? (for example # of DBA's or System Administrators per client).
 - 5.3.15.7 Describe your company's setup or transition procedures and related timeline necessary to utilize your services. Is this process documented? If yes, please include an overview of the procedures and time-line.
 - 5.3.15.8 Describe your roles/responsibilities in the transition and the roles/responsibilities of the University.
 - 5.3.15.9 Provide your proposed service level agreement which should include service level management, help desk, communication, monitoring, reaction levels, performance thresholds and monitoring, change management, disaster recovery, penalties, and reporting.
- 5.3.16 Provide any additional information that would be useful for the University to make its decision on hosting or managed services.

5.4 Scope of Work

Contractor will provide the following hosting service and/or managed services options to University. Proposer is to describe, in its proposal, its ability to perform any/all of these three options listed below. Proposer should provide contract terms for five (5) years with three (3) one-year renewal terms. Proposer can also offer other contract terms that would be favorable to the University. Please be aware that the data involved will be subject to HIPAA or FERPA.

Upon the University review and evaluation of the responses, the University will select an option and direct the selected Contractor to perform one of the options listed below.

One of three options is being considered:

- Complete hosting of hardware, software (outside of PeopleSoft licenses), integration, network connectivity, help desk and a business continuity/disaster recovery plan for hosting services of the PeopleSoft production and non-production environments listed below.
- Managed services of hardware, software, integration, network connectivity, help desk and a business continuity/disaster recovery plan for managed services of the PeopleSoft production and non-production environments listed below from the University Data Center using existing University infrastructure.
- Phased hosting to meet go-live date of March 1, 2014. First production environment hosting and then cutting over non-production environments to hosting post go-live.

ENVIRONMENTS

UTShare:

- PeopleSoft Human Capital Management v9.1 – one (1) production environment and up to eight (8) non-production environments. *Temporarily, One (1) non-production environment will be used as a reporting instance and will be a copy of production refreshed nightly as an interim solution until EPM and OBIEE are ready for full use.*
- PeopleSoft Financial Management System v9.1 – one (1) production environment and up to eight (8) non-production environments. *Temporarily, One (1) non-production environment will be used as a reporting instance and will be a copy of production refreshed nightly as an interim solution until EPM and OBIEE are ready for full use.*
- PeopleSoft Enterprise Performance Management (EPM) System v9.1 – one (1) production environment and up to two (2) non-production environments.
- Oracle Business Intelligence Enterprise Edition + (OBIEE+) v11g – one (1) production environment and up to two (2) non-production environments.
- PeopleSoft Enterprise Portal System v9.1 – one (1) production environment and up to two (2) non-production environments.
- Hyperion Public Sector Planning and Budgeting System – one (1) production environment and up to two (2) non-production environments.
- Control M v8 - one (1) production environment and one (1) non-production environment.
- STAT v5.6.4 - one (1) production environment.
- PeopleSoft Testing Framework.
- Integration Broker Gateway, Print Servers and FTP Servers as part of integrated architecture.

In addition to the above, the University would like to explore hosting or managed services options to potentially add one or more of the following scenarios (the data involved will be subject to HIPAA or FERPA):

Scenario 1

UTShare SIS environments:

- PeopleSoft Campus Solutions – one (1) production environment and up to eight (8) non-production environments. *Temporarily, One (1) non-production environment will be used as a reporting instance and will be a copy of production refreshed nightly as an interim solution until EPM and OBIEE are ready for full use.*
- PeopleSoft Enterprise Performance Management (CS EPM) System v9.1 – one (1) production environment and up to two (2) non-production environments.
- Constituent Relationship Management (CRM) – one (1) production environment and up to four (4) non-production environments.
- PeopleSoft Enterprise Portal System v9.1 – one (1) production environment and up to two (2) non-production environments.

Scenario 2

TexSIS (UTD, UTT and UTA) SIS environments:

- PeopleSoft Campus Solutions – three (3) production environment and up to twenty-four (24) non-production environments.
- Constituent Relationship Management (CRM) – two (2) production environment and up to eight (8) non-production environments.
- PeopleSoft Enterprise Portal System v9.1 – three (3) production environment and up to six (6) non-production environments.
- PeopleSoft Enterprise Performance Management (EPM) System v9.1 – three (3) production environment and up to six (6) non-production environments.
- Oracle Business Intelligence Enterprise Edition + (OBIEE+) v11g – three (3) production environment and up to six (6) non-production environments.
- Control M - three (3) production environment and three (3) non-production environment.
- STAT - three (3) production environments.
- PeopleSoft Testing Framework.
- Integration Broker Gateway, Print Servers and FTP Servers as part of integrated architecture.

Scenario 3

UTShare & TexSIS SIS environments:

- PeopleSoft Campus Solutions – four (4) production environment and up to thirty-two (32) non-production environments.
- Constituent Relationship Management (CRM) – three (3) production environment and up to twelve (12) non-production environments.
- PeopleSoft Enterprise Performance Management (EPM) System v9.1 – four (4) production environment and up to eight (8) non-production environments.
- Oracle Business Intelligence Enterprise Edition + (OBIEE+) v11g – four (4) production environment and up to eight (8) non-production environments.
- PeopleSoft Enterprise Portal System v9.1 – four (4) production environment and up to eight (8) non-production environments.
- STAT v5.6.4 - four (4) production environments.
- Control M v8 - four (4) production environment and four (4) non-production environments.
- PeopleSoft Testing Framework.

- Integration Broker Gateway, Print Servers and FTP Servers as part of integrated architecture.

Scenario 4

UTD HR/FN/CS environments:

- PeopleSoft Human Capital Management v9.1 – one (1) production environment and up to eight (8) non-production environments.
- PeopleSoft Financial Management System v9.1 – one (1) production environment and up to eight (8) non-production environments.
- PeopleSoft Campus Solutions – one (1) production environment and up to eight (8) non-production environments.
- PeopleSoft Enterprise Performance Management (EPM) System v9.1 – one (1) production environment and up to two (2) non-production environments.
- Oracle Business Intelligence Enterprise Edition + (OBIEE+) v11g – one (1) production environment and up to two (2) non-production environments.
- PeopleSoft Enterprise Portal System v9.1 – one (1) production environment and up to two (2) non-production environments.
- Control M v8 - one (1) production environment and two (2) non-production environment.
- STAT v5.6.4 - one (1) production environment.
- PeopleSoft Testing Framework.
- Integration Broker Gateway, Print Servers and FTP Servers as part of integrated architecture.

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System Administration

Ref.: Selection of a Vendor to Provide Hosting & Managed Services related to Oracle PeopleSoft Applications

RFP No.: EIS20131014

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." 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.

2.13 **Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation: _____

If Proposer is a Corporation then Proposer's Corporate Charter Number: _____

RFP No.: _____

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

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

3.1 Proposer Profile

3.1.1 Legal name of Proposer company:

Address of principal place of business:

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

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

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

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

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

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

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under 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
September 2012

APPENDIX THREE

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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▪ Minority and Trade Organizations contact information: http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/	

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 businesses 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;**
- **32.7% for all special trade construction contracts;**
- **23.6% for professional services contracts**
- **24.6% for all other services contracts, and**
- **21% for commodities contracts.**

The University of Texas System shall make a good faith effort to meet or exceed these goals to assist HUBs in receiving a portion of the total contract value of all contracts that U. T. 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:

In accordance with 34 TAC §20.13 (d) (1)(D)(iii), 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 10 will apply.

SUMMARY OF REQUIREMENTS

Historically Underutilized Business (HUBs) Subcontracting Plan

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, The University of Texas 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 ("U. T. System" or the "University") will indicate in the purchase solicitation (e.g. RFQ, RFP, or CSP) whether or not U. T. System has determined that subcontracting opportunities are probable in connection with the contract. A HUB Subcontracting Plan is a required element of the architect, contractor or vendor Response to the purchase solicitation. The HUB Subcontracting Plan shall be developed and administered in accordance with the Policy. **Failure to submit a required HUB Subcontracting Plan will result in rejection of the Response.**
2. If subcontracting opportunities are probable, U. T. 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) (i)(ii)(iii)(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 **the Self Performance HUB Subcontracting Plan, Section 3 – Self Performance Justification as the HUB Subcontracting Plan (HSP).** **[34 TAC §20.14 (d)(5)(A)(B)(C)(D)].**
3. If subcontracting opportunities are not probable, U. T. 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 not probable, and the Respondent proposes to perform all of the work with its employees and resources, the Respondent shall submit a HUB Subcontracting Plan that includes **the Self Performance HUB Subcontracting Plan, Section 3 – Self Performance Justification as the HUB Subcontracting Plan (HSP).**
 - b. When subcontracting opportunities are not probable, but the Respondent proposes to subcontract any part of the work, the Respondent shall submit a **HUB Subcontracting Plan as prescribed by the Texas Comptroller** identifying subcontractors.
4. Respondents shall follow, but are not limited to, procedures listed in the Policy when developing a HUB Subcontracting Plan.
5. **In making a determination whether a good faith effort has been made in the development of the required HUB Subcontracting Plan, U. T. 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 the University of Texas 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 HUB Subcontracting Plan shall be approved by the HUB Coordinator.**
6. The University of Texas System shall reject any Response that does not include a fully completed HUB Subcontracting Plan, as required. **An incomplete HUB Subcontracting Plan is considered a material failure to comply with the solicitation for proposals.**
7. Changes to the HUB Subcontracting Plan. Once a Respondent's HUB Subcontracting Plan is accepted by U. T. System and becomes a provision of the contract between Respondent and U. T. System, the Respondent can only change that HUB Subcontracting Plan if (a) the Respondent complies with 34 TAC Section 20.14; (b) the

Respondent provides its proposed changes to U. T. System for review; (c) U. T. System (including U. T. System's HUB Coordinator) approves Respondent's proposed changes to its HUB Subcontracting Plan; and (d) U. T. System and the Respondent amend their contract (via a writing signed by authorized officials of both parties) in order to replace the contract's existing HUB Subcontracting Plan with a revised HUB Subcontracting Plan containing the changes approved by U. T. System.

8. Expansion of Work. If, after entering into a contract with a Respondent as a result of a purchase solicitation subject to the Policy, U. T. 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"), U. T. System will determine if the Additional Work contains probable subcontracting opportunities not identified in the initial purchase solicitation for that contract. If U. T. System determines that probable subcontracting opportunities exist for the Additional Work, then the Respondent must submit to U. T. System an amended HUB Subcontracting Plan covering those opportunities that complies with the provisions of 34 TAC Section 20.14. Such an amended HUB Subcontracting Plan must be approved by U. T. System (including U. T. System's HUB Coordinator) before (a) the contract may be amended by U. T. System and the Respondent to include the Additional Work and the amended HUB Subcontracting Plan and (b) the Respondent performs the Additional Work. If a Respondent subcontracts any of the additional subcontracting opportunities identified by U. T. System for any Additional Work (i) without complying with 34 TAC Section 20.14 or (ii) before U. T. System and that Respondent amend their contract to include a revised HUB Subcontracting Plan that authorizes such subcontracting, then the Respondent will be deemed to be in breach of its contract with U. T. System. As a result of such breach, U. T. 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. University may report a Respondent's nonperformance under a contract between that Respondent and U. T. System to the Texas Comptroller in accordance with 34 TAC Sections 20.101 through 20.108.
9. A Response may state that the Respondent intends to perform all the subcontracting opportunities with its own employees and resources in accordance with the Policy. However, if such a Respondent enters into a contract with U. T. 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 7 above .
10. The University shall require a 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.
11. If the University determines that the successful Respondent failed to implement an approved HUB Subcontracting Plan in good faith, the University, 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 vender implementation of the HUB Subcontracting Plan.
12. 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.
13. These requirements, including the attachments referred to above, may be downloaded over the Internet from <http://www.utsystem.edu/hub/hubforms.html>. For additional information contact Office of HUB Development, The University of Texas System Administration, 512/499-4530.

**Vendor/Commodities HSP
Summary of Attachments required from Respondents**

	Letter of Transmittal Page 7	Letter of HUB Commitment page 8	HUB Subcontracting Plan (HSP) Pages 10-17	Progress Assessment Report (PAR) Page 18
1. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE 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 NOT 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: The Progress Assessment Report (PAR) is 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 & Federal Small Business Program
The University of Texas System
702 Colorado, Suite 6.600
Austin, Texas 78701

Re: Historically Underutilized Business Plan for _____ (related services)
RFP No. _____

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 Agency Special Instructions section of the HUB Subcontracting Plan, page 9.

Select one of the following:

_____ 23.4% for all building construction, including general contractors and operative builders contracts

_____ 32.7% for all special trade construction contracts

_____ 23.6% for professional services contracts

_____ 24.6% for all other services contracts

_____ 34% for commodities contracts

Subcontractors	# of Subcontractors	Total Subcontract \$ Value	Total Estimated %	% Minority Owned	% Woman Owned
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 certification document, or, if the HUB is certified by another Texas Comptroller approved certifying agency, a copy of their approved 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

Letter of HUB Commitment for
Miscellaneous Service Agreements
Indefinite duration/indefinite quantity contracts

(BUSINESS LETTERHEAD)

Date

Mr. Hopeton Hay
Director HUB & Federal Small Business Program
The University of Texas System
702 Colorado, Ste. 6.600
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 9 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 15-16) and Option Four 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,

Contractor's Name

cc: Project Manager

UT SYSTEM HUB SUBCONTRACTING PLAN (HSP)

QUICK CHECKLIST

Option One -

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

- Section 1 – Respondent and Requisition Information
- Section 2 a. – 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

Option Two -

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 2 a. – Yes, I will be subcontracting portions of the contract
- Section 2 b. – 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 2 c. – Yes
- Section 4 – Affirmation
- GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- Attach copies of HUB certification documents

Option Three -

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
- 2 a. – Yes, I will be subcontracting portions of the contract
- Section 2 b. – 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 2 c. – No
- Section 2 d. – Yes
- Section 4 – Affirmation
- GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- Attach copies of HUB certification documents

Option Four -

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 2 a. – Yes, I will be subcontracting portions of the contract
- Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- Section 2 c. – No
- Section 2 d. – No
- Section 4 – Affirmation
- GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- Section 4 – Affirmation
- Attach copies of HUB certification documents

**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.*



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,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 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 Service HUB Goal – 24.6%

Commodities HUB Goal – 34%

Special Trades HUB Goal – 32.7%

- 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 instructions for Option Four 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 8) and a Good Faith Effort described in Option One.
 2. Submit a revised HSP prior to execution of each contract process as described in Option Four 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).
- 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 INFORMATION

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 HUB? - Yes - No

c. Requisition #: _____ Bid Open Date: _____
(mm/dd/yyyy)

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

SECTION 2 SUBCONTRACTING INTENTIONS

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).

Item #	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 .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(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 (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).

Table with 5 columns: Item #, Subcontracting Opportunity Description, HUBs (Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less, Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years), Non-HUBs (Percentage of the contract expected to be subcontracted to non-HUBs). Includes an aggregate row at the bottom.

*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	Printed Name	Title	Date (mm/dd/yyyy)
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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 A (Attachment A)

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

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 A (Attachment A)" 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://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc>

SECTION A-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 this attachment.

Item #: _____ Description: _____

SECTION A-2 SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-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 # (Required if Texas certified HUB)	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		\$	%
	<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		\$	%
	<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		\$	%

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 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.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: _____	Requisition #: _____
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IMPORTANT: If you responded "No" to SECTION 2, Items c and 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://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

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 this attachment.

Item #: _____ 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 minority or women 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 minority or women 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 minority or women 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://www.window.state.tx.us/procurement/cmb/cmbhub.html>. 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 #	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 minority or women 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 minority or women 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) minority or women 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.

Minority/Women 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 #: _____

SECTION B-4 SUBCONTRACTOR SELECTION

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

Item #: _____ 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 # (Required if Texas certified HUB)	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, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

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**.

Section A	PRIME CONTRACTOR'S INFORMATION
Company Name: _____	State of Texas VID #: _____
Point-of-Contact: _____	Phone #: _____
E-mail Address: _____	Fax #: _____

Section B	CONTRACTING STATE AGENCY AND REQUISITION INFORMATION
Agency Name: _____	
Point-of-Contact: _____	Phone #: _____
Requisition #: _____	Bid Open Date: _____ <small>(mm/dd/yyyy)</small>

Section C	SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION
1. Potential Subcontractor's Bid Response Due Date:	<p>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 <input type="text" value="Select"/> Central Time on: _____ Date (mm/dd/yyyy)</p> <p><i>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, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.</i></p> <p><i>(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 minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p>
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable	
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable	



HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____ Date of Award: _____ Object Code: _____
 (mm/dd/yyyy) (Agency Use Only)

Contracting Agency/University Name: _____

Contractor (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

Reporting (Month) Period: _____ Total Amount Paid this Reporting Period to Contractor: \$ _____

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or Federal EIN Number <u>(HUB VID (Certificate Number) is required for all HUB subs)</u>	*Texas Certified HUB? (Yes or No)	Total Contract \$ Amount from HSP with Subcontractor	Total \$ Amount Paid This Reporting Period to Subcontractor	Total Contract \$ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
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			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
TOTALS:			\$ -	\$ -	\$ -	

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

*Note: HUB certification status can be verified on-line at: <http://www.2cpa.state.tx.us/cmbl/hubonly.html> Rev. 10/07

DATABASE_NAME	ALLOC_GB
TexSIS	
	59.55
	7.53
	59.55
	59.55
	389.74
	18.09
	386.24
	376.99
	13.97
	385.74
	383.74
	113.12
	11.04
	279.66
	224.46
	10.17
	5.5
	169.78
	19.95
	209.35
	13.25
	197.28
	11.04
	10.92
	10.92
	5.49
	4.99
	5.15
	5.21
	4.89
	107.18
	18.16
	128.33
	106.86
	103.44
	107.11

	71.75
	39
	67.67
	19.63
	69.03
	13.22
	61.12
	309.8
	40.3
	305.6
	295.9
	29.9
	284.9
	295.9
	38.1
	299.7
	32.8
	37.2
	15.9
	16.8
	7.2
	5.6
UTShare	
	198.78
	18.81
	401.89
	12.32
	350.58
	163.92
	155.66
	34.07
	172
	172
	172
	172.41
	172.41
	172.41
	32.79

	152.29
	167.66
	71.95
	67.78
	29.34
	84.2
	84.2
	84.2
	72.04
	72.04
	72.04
	22.43
	66.07
	67.41
	43.6
	51.44
	32.57
	42.75
	44.91
	44.91
	39.12
	46.26
	46.26
	41.64
	37
	40.55
	50.18
	24.92
	36.67
	27.88
	21.95
	26.56
	27.31
	26.68
	29.92
	24.59
	24.67
	22.94
	30.47

	13.41
UTShare Portal	
	12.74
	6.04
	12.55
	13.12
	13.29
	13.29
	12.21
	16.6
	11.96
	13.02
UTShare EPM	
	16.85
	19.41
	16.22
	12.71
	16.22

APPENDIX FOUR**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 FIVE**ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS**

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

University is primarily an Oracle PeopleSoft environment.

Basic Specifications

1. If the EIR will be hosted by University, please describe the overall environment requirements for the EIR (size the requirements to support the number of concurrent users, the number of licenses and the input/output generated by the application as requested in the application requirements).
 - A. Hardware: If Proposer will provide hardware, does the hardware have multiple hard drives utilizing a redundant RAID configuration for fault tolerance? Are redundant servers included as well?
 - B. Operating System and Version:
 - C. Web Server: Is a web server required? If so, what web application is required (Apache or IIS)? What version? Are add-ins required?
 - D. Application Server:
 - E. Database:
 - F. Other Requirements: Are any other hardware or software components required?
 - G. Assumptions: List any assumptions made as part of the identification of these environment requirements.
 - H. Storage: What are the space/storage requirements of this implementation?
 - I. Users: What is the maximum number of users this configuration will support?
 - J. Clustering: How does the EIR handle clustering over multiple servers?
 - K. Virtual Server Environment: Can the EIR be run in a virtual server environment?
2. If the EIR will be hosted by Proposer, describe in detail what the hosted solution includes, and address, specifically, the following issues:
 - 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 SSL connections to this directory service?
6. Does the EIR rely on Active Directory for group management and authorization or does the EIR maintain a local authorization/group database?
7. What logging capabilities does the EIR have? If this is a hosted EIR solution, will University have access to implement logging with University's standard logging and monitoring tools, RSA's Envision?
8. Does the EIR have an application programming interface ("**API**") that enables us to incorporate it with other applications run by the University? If so, is the API .Net based? Web Services-based? Other?
9. Will University have access to the EIR source code? If so, will the EIR license permit University to make modifications to the source code? Will University's modifications be protected in future upgrades?
10. Will Proposer place the EIR source code in escrow with an escrow agent so that if Proposer is no longer in business or Proposer has discontinued support, the EIR source code will be available to University?

Accessibility Information

11. Please complete the Voluntary Product Accessibility Template (“**VPAT**”) found at <http://www.itic.org:8080/dotAsset/5644ecd2-5024-417f-bc23-a52650f47ef8.doc> and submit the VPAT with Proposer’s proposal.

APPENDIX SIX**SECURITY CHARACTERISTICS AND FUNCTIONALITY OF
CONTRACTOR'S INFORMATION RESOURCES**

The specifications, representations, warranties and agreements set forth in Proposer's responses to this **APPENDIX SIX** 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.
12. 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.
13. Describe the procedures and methodology in place to detect information security breaches and notify customers in a manner that meets the requirements of HIPAA and Texas breach notification laws.

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.
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

Address specifically how Proposer will comply with applicable provisions as to HIPAA and FERPA as to all questions:

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?

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

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

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.

RFP EIS20131014 Vendor Questions:

September 30, 2013

1. Request the UT System to consider a 7 day extension to submit proposals in response to RFP No. EIS20131014.

The date has been extended so RFPs are now due (per the submission information in the RFP) on October 21, 2013 at 1:00pm.

2. We are interested in participating in the tender mentioned above hence want to get more information about the same. Considering the geographical constraint of personally reviewing the document, I request you to provide us the following details before we buy the document:

- 1) List of Items, Schedule of Requirements, Scope of Work, Terms of Reference, Bill of Materials required.
- 2) Soft Copy of the Tender Document through email.
- 3) Names of countries that will be eligible to participate in this tender.
- 4) Information about the Tendering Procedure and Guidelines
- 5) Estimated Budget for this Purchase
- 6) Any Extension of Bidding Deadline?
- 7) Any Addendum or Pre Bid meeting Minutes?

We will submit our offer for the same if the goods or services required fall within our purview. Also we would like to be informed of future tenders from your organization. Hence, we request you to add our name to your bidder's list and do inform us about upcoming Projects, Tenders. We will be highly obliged if you can send us your complete & latest contact information. This will help us reaching to you faster.

The RFP and supporting material as well as any addendum and question responses can be found at http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=108291 .

October 2, 2013

3. We would like to request a 30 day extension for RFP No. EIS20131014. We look forward to submitting our proposal.

The date has been extended so RFPs are now due (per the submission information in the RFP) on October 21, 2013 at 1:00pm.

4. When during the year do you see spikes?

In Campus Solutions, enrollment activities for students in November, January, August and April No spikes anticipated for HCM/FMS.

5. Tell us more about the UT Austin Define System.

This is the legacy, HR-FIN system that the current UTShare institutions are converting from and we will be off of DEFINE by March 1st so this has no impact to this RFP but is just background information.

6. Can you help us understand the options under Environment beginning on page 33? We assume UTShare is the core component.

UTShare is the primary option. Then the scenarios listed are add-ons we may choose to opt in to. Scenarios 1 & 4 would be everything. Scenarios 1 + 2 = Scenario 3. Scenarios 3, 4 and Core will give you everything. Core should be priced and then with the scenario add-ons. Be sure you can tie your pricing back to the scenarios.

7. Is the current Shared Service for UTD included in this RFP?

Yes

8. How many UT employees are there?

Please reference the Fast Facts for UT System. The Fast Facts can be found at: <http://www.utsystem.edu/fastfacts>

9. Will the move for the Hosting happen before GoLive for the UT Share HCM/FMS project?

Timing depends on the options and what is possible given RFP review, negotiations, the option selected and what can be accommodated. If possible, this will be a consideration.

10. Who is your implementation partner for the UT Share HCM/FMS project?

CedarCrestone

11. What about facts regarding data base size?

The database sizes are located in Appendix 3, every instance is included. We will see if we can provide further detail.

12. What is the expectation for service level?

We want to get the level of performance we have today or better. We are looking for best practices. Give us options.

13. Do we have a budget and appropriations?

Yes, we will use what we have for insourcing today and use that as the foundation for our comparison.

14. What is the event sequence after submission? How long before a decision is made?

It depends on the number of proposals and what we find in our evaluation. Will narrow down and then most likely schedule a follow up with a smaller pool for face to face discussion. Following that we will have internal discussion and decide how we will move forward.

15. Are there models that you are trying to emulate that you deem successful?

No. We are looking for best practices and experience. References are important. Experience in Higher Education is helpful. Multi-institutional experience is helpful because it introduces complexity and demonstrates an ability to manage an environment close to what we have to manage.

16. What characteristics do you consider comparable?

As stated in the RFP we will look at experience in Higher Education, similar enrollment numbers, full suite, multi-campus, security, references and credentials.

17. Are you looking for Application support or Functional support? Hosting or managed services?

No. That is not part of the request for services in this RFP.

18. When do you anticipate an award date?

It depends on the number of responses and how long the review takes to complete.

19. Regarding, the terms of Terms and Conditions, do we need to address them all and identify exceptions? Do we have to agree to them all

Please refer to RFP section 5.3.1.

20. Regarding references in Higher Education, are these to confirm application understanding or as a common domain?

We are looking to explore how a responder is able to meet the demands of higher education clients. In particular, we are very interested in references that are comparable to UT System and our needs in the RFP. Please be sure your references are directly related to hosting and no other services outside the scope of this RFP.

21. Would you select scenario 4 without scenario 3?

That is possible.

22. If you are HUB, do you still need to meet HUB requirements, of having another HUB resource @ 24%?

Please refer to that section of the RFP and contact the person identified in the RFP for HUB questions.

23. Are original signatures required?

Please see section 3.1 of the RFP.

24. What about periodic upgrades cost? Are they included in the RFP?

Please see the question in section 5 of the RFP asking about upgrades.

25. What about Disaster Recovery? Is this part of the request?

We ask about disaster recovery in the RFP section 5.

26. What about different tools and module versions? Are they consistent across institutions?

All release metrics (versions) stay the same across institutions in UTShare.

27. What about licensed vs deployed?

The assumption is that we own our licenses for the application and database. Other tools we will expect from the vendor.

October 3, 2013

28. Once questions are submitted, where will the answers or additional information be posted or communicated to the vendors?

The date has been extended so RFPs are now due (per the submission information in the RFP) on October 21, 2013 at 1:00pm.

29. Would UTS consider and review a non-compliant proposal? By this I mean one that provided the answers to the questions you have posed around the solution complete with costs and suggested alternatives, but did not complete the entire HUB, FERMA etc. documentation? We of course realize that if we were to get selected that we would have to comply with all of the stipulations at that point. I would appreciate some guidance from you on this approach.

All responses will need to adhere to the RFP rules in order to be considered. As part of this process, a response meeting all of the stated requirements in the RFP is required. However, as stated in the meeting, if a vendor sees an alternative that would benefit the desired outcome of our business objectives, they are welcome to respond as stated in question 5.3.16.

30. Can you please clarify if restricting offshore resources is a requirement? Neither HIPAA nor FERPA places offshore restrictions on IT services, is there an additional security requirement that mandates this? Is no offshore a requirement for Production or all systems?

UT System would prefer to have all data on-shore to ensure United States security regulations and guidelines are followed to ensure FERPA and HIPAA compliance.

31. Can offshore resources have access?

This may be a possibility if all the background checks are in alignment with the UT System background policy: Policy 124, section 8 and internal policy on criminal background checks, INT 109.

32. Do the resources have to be US citizens?

This may be a possibility if all the background checks are in alignment with the UT System background policy: Policy 124, section 8 and internal policy on criminal background checks in INT 109. IN addition, they would have to be authorized to work in the United States.

33. On Background Checks, to what depth of personnel do these need to be done? Do they need to be done on everyone who is near the databases or just those that will have access to data?

Background checks should be in alignment with the UT System background policy: Policy 124, section 8 and internal policy on criminal background checks, INT 109 or better.

34. Do you have a list of the pre-proposal conference attendees who are potential bidding vendors for the Hosting and Managed Services RFP regarding PeopleSoft applications? We would like to offer our services as a HUB subcontractor.

We will not be releasing this information.

35. What about info on the number of staff power users, self-service users (staff & students), and concurrent user. (counts of types of users)

We ask that you use fast facts to estimate this data on like institutions. The Fast Facts can be found at: <http://www.utsystem.edu/fastfacts>

October 7, 2013

36. Considering the number of complex environments which involve hefty managed services overhead, will the System entertain an additional option of a single vendor, consolidated, on-premise optimized software and hardware infrastructure bundled with vendor-provided services (patching, software configurations, remote monitoring) out-of-the-box? If so, will the System accept such a bid with lesser required managed services?

We are happy to consider an additional option if a vendor chooses to include this information. See section 5.3.16.

37. Can you please advise as to where the questions and answers are being posted online?

The RFP and supporting material as well as any addendum and question responses can be found at http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=108291.

38. Sections 5.3.3 and 5.3.5 appear to be identical (Proposer’s HIPAA Privacy and Security compliance programs). Did UTS intended to request different information for one of these response items?

Good Catch. They are identical. You only need to answer 5.3.5.

39. At the bidder’s conference UT System noted its desire for strong qualifications and references especially in higher education. Although the RFP does not appear to ask specifically for reference contact information (name, title, phone number, e-mail, etc.), should we include it? If so, in which section(s)?

Please include reference information as specified in section 3 of Appendix One under 3.17.

40. Can we please have a copy of the RFP in Word format?

We do not release the RFP in Word format to protect the integrity of the document.

October 8, 2013

41. Dates that each pillar/application listed on pages 33-35 need to be available for non-PROD, DR and PROD. If dates vary by campus or location, please list?

All non-production environments would need to be made available immediately. All production environments need to be available in January to prepare for go-live March 1.

42. For each pillar/application listed on pages 33-35, please provide a list of modules being implemented by location. If modules vary by campus or location, please list.

Human Capital Management	Financial and Supply Chain Management	Campus Solutions	Portal Solutions	Bundled Solutions	User Productivity Kit	Data Warehouse
Human Resources (Human Resources, eBenefits, eDevelopment, eProfile, & eProfile Desktop Manager)	Financials (General Ledger, Payables, Receivables, Billing, eBill Payment, & Asset Management)	Student Administration (Campus Community, Student Records, Academic Advisement, Recruiting & Admissions, Student Financials, Financial Aid)	Enterprise Portal	Websphere for PeopleSoft Enterprise	User Productivity Kit - Developer (67 Total Named Users, 27 previous/40 new)	Campus Solutions Warehouse
Payroll	Asset		HRMS	PeopleTools	User	Enterprise

Human Capital Management	Financial and Supply Chain Management	Campus Solutions	Portal Solutions	Bundled Solutions	User Productivity Kit	Data Warehouse
(Payroll & ePay)	Management (IT Asset Management & Maintenance Management)		Portal Pack	Developer Full Use	Productivity Kit - Base Count	Performance Management Warehouse (Financials, Human Resource, Supply Chain, & CRM Warehouses)
Benefits Administration	Treasury (Cash, Deal, & Risk Management)		Financials Portal Pack	Crystal Reports for PeopleSoft Enterprise for Unlimited Users	UPK Human Resources, Payroll, Benefits Administration, Time & Labor, ePay, eProfile, eBenefits, and ePerformance.	
Time and Labor	Purchasing		Supply Chain Portal Pack	Crystal Enterprise/BusinessObjects for PeopleSoft Enterprise - Concurrent Access License (bundles of 5) -	UPK - Student Administration	
Recruiting Solutions (Candidate Gateway and Talent Acquisition Manager)	Project Costing		EPM Portal Pack		UPK Fundamentals for Campus Solutions	
Absence Management	Contracts				UPK General Ledger, Payables, Receivables, Payables, Asset management, Project Costing, Contracts, Grants, Expenses, Purchasing,	

	<i>SYS</i>	<i>DMO</i>	<i>DEV</i>	<i>TST</i>	<i>TRN</i>	<i>IDP</i>	<i>CNV</i>	<i>GOLD</i>	<i>RPT</i>	<i>SBX</i>	<i>QA</i>	<i>PRD</i>
<i>Hyperion PSPB</i>												
<i>UTShare HCM</i>	X	X	X	X	X	I	I	I	X	X	X	X
<i>UTShare FMS</i>	X	X	X	X	X	I	I	I	X	X	X	X
<i>UTShare EPM</i>	X	X	X	X		I		I				X
<i>UTShare Datastage</i>	X	X	X	X							X	X
<i>UTShare CRM</i>	X	X	X	X	X	I	I	I		X	X	X
<i>UTSHARE Control -M</i>				X								X
<i>UTShare CS</i>	X	X	X	X	X	I	I	I	X	X	X	X
<i>UTT STAT</i>			X									X
<i>UTT Portal</i>	X	X	X	X							X	X
<i>UTT OBIEE</i>	X	X	X	X							X	X
<i>UTT EPM</i>	X	X	X	X							X	X
<i>UTT Datastage</i>	X	X	X	X							X	X
<i>UTT CS</i>	X	X	X	X	X						X	X
<i>UTT Control-M</i>				X								X
<i>UTD STAT</i>			X									X
<i>UTD Portal</i>			X	X	X						X	X
<i>UTD OBIEE</i>	X	X	X	X	X					X	X	X
<i>UTD HCM</i>	X	X	X	X	X					X	X	X
<i>UTD FMS</i>	X	X	X	X	X					X	X	X
<i>UTD EPM</i>	X	X	X	X	X					X	X	X
<i>UTD Datastage</i>	X	X	X	X	X					X	X	X
<i>UTD CS</i>	X	X	X	X	X					X	X	X
<i>UTD CRM</i>	X	X	X	X	X					X	X	X
<i>UTD Control-M</i>				X								X
<i>UTA STAT</i>			X									X
<i>UTA Portal</i>	X	X	X	X							X	X
<i>UTA OBIEE</i>	X	X	X	X							X	X
<i>UTA EPM</i>	X	X	X	X								X
<i>UTA Datastage</i>	X	X	X	X							X	X
<i>UTA CS</i>	X	X	X	X	X						X	X
<i>UTA CRM</i>	X	X	X	X							X	X
<i>UTA Control-M</i>				X								X

X means now and in production. I means during implementation.

We will also require STAT, Control M, Websphere, PeopleSoft Testing Framework, IB Gateway, Print Servers, FTP servers, etc. To allow delivery of the above "pillars".

When we ask for a bid on hosting, we assume the infrastructure will be designed and managed by the vendor so we assume the vendor will know what is needed to support the requested services (Server types, server processor, memory, OS). Those things in the RFP were for examples. However, much of this information can be found in the Q&A in this document.

44. Please provide the DBMS name and versions for all the DB Servers to be hosted. Example:
Oracle 11.2.

All of our databases are on Oracle 11.2.0.2. However, early next year we know we will need to upgrade.

44. Please list Hyperion modules that are in scope and that will be included in the migration.
Example: Hyperion Financial Management, Hyperion Planning - Public Sector Planning and Budgeting, Hyperion Strategic Finance, ODI, etc

Hyperion Planning with Public Sector Planning and Budgeting.

45. Will you require public internet-facing access for any of your applications (i.e. will there be any DMZ deployed modules after the migration)? If yes, please list.

No

46. What is the Essbase Version?

11.1.2.2

47. What is the size of the production Essbase instance in gigabytes? (database data only, not including application code).

30 - 50 GIG

48. How many HFM applications do you plan to Migrate?

No HFM Applications

49. Are your apps developed "Classic" or with EPMA?

Planning Apps In Classic

50. Do you sync HFM data with Essbase? If yes, How?

No HFM Applications

51. How many Planning applications do you plan to Migrate? If applicable:

8 APPS

52. How many Essbase cubes are in your planning deployment?

3 Cubes In Each App 24 BSO Cubes In Total; 3 ASO Cubes

53. Are your apps developed "Classic" or with EPMA?

Planning Apps In Classic

54. How many standalone Essbase applications you plan to Migrate?

Any Essbase Cubes Will Be Related To The Planning App.

55. How many BSO cubes are in your deployment?

Planning BSO Cubes Will Include 3 Per Campus With 8 Separate Apps - 24 BSO Cubes In All

56. How many ASO cubes are in your deployment?

Reporting ASO cubes to support Budget Reporting 3 cubes.

57. Indicate how many reports you plan to Migrate, by type, below if applicable:

- **Financial Reporting 20 - 30**
- **Web Analysis 30 - 50**
- **Interactive Reporting 0**
- **SQR Production Reporting 0**

58. Do you plan to Migrate Security?

YES from TST to PROD

59. Are you using ODI? If yes, which ODI adaptors.

NO

60. Are you using DIM (Data Integration Middleware) ? If yes, do you plan on migrating the ODI repository? Which DIM adaptors are you using?

NOT USING DIM

61. Do you have any other custom interfaces that you plan to Migrate?

We are using datastage as an ETL tool between peoplesoft and hyperion

62. Are you using DRM? If yes, how many records are managed within DRM? How many versions are kept?

NO we are not using DRM

63. Are you using an SMTP Server with Hyperion to send outbound emails and do you intend to continue using SMTP Server after migration to Oracle?

Yes we plan to eventually use the SMTP server

64. How do you load the data into Essbase?

Outline load utility, data load rules

65. Do you plan to migrate Essbase Studio? Essbase Repository?

NO

66. Do you currently use ODBC SQL Interface in Essbase and do you intend to migrate that to Oracle?

Not at this point

67. Please describe WebSphere and Infosphere/Datastage 8.5 that we have in place or will have in place once we go live.

WebSphere/Infosphere/Datastage are the software for our ETL environments.

UTD: we have 2 servers for DEV/TST and 2 servers for Production. DEV and TST are running in the same environment. The 2 servers are as follows: 1) an Engine server, this is where Datastage is installed and 2) a Services server, this is where Websphere and Datastage are installed. With Datastage 8.1 a database is required for Datastage and that is installed on the services server. This will soon be upgraded with UTD to the latest version of Datastage 8.5 then they will be similar to UTA as far as the infrastructure described here is concerned.

UTA: we have 3 servers for DEV, 3 for TST, and 3 for Prod. The 3 servers are as follows: 1) an Engine server, this is where Datastage is installed and 2) a Services server, this is where Websphere and Datastage are installed and 3) a database server, this server houses the database for Datastage as well as the database for OBIEE 11g. UTA is running on Datastage 8.5.

UTT: we have 3 servers for DEV, 3 for TST, and 3 for Prod. The 3 servers are as follows: 1) an Engine server, this is where Datastage is installed and 2) a Services server, this is where Websphere and Datastage are installed and 3) a database server, this server houses the database for Datastage as well as the database for OBIEE 11g. UTT is running on Datastage 8.5.

UTShare: we have 3 servers for DEV, 3 for TST, and 3 for Prod. The 3 servers are as follows: 1) an Engine server, this is where Datastage is installed and 2) a Services server, this is where Websphere and Datastage are installed and 3) a database server, this server houses the database for Datastage as well as the database for OBIEE 11g. UTShare is running on Datastage 8.5.

68. OBIEE migration related questions (if difference in various location, please clarify):

a. Source of data for OBIEE and whether that database is OLTP or Data Warehouse or Data Mart by instance and location.

- **UTA: CSW EPM warehouse is the source for OBIEE**
- **UTT: CSW EPM warehouse is the source for OBIEE**
- **UTD: CSW, HCM, and FSCM EPM warehouses are the source for OBIEE**
- **UTShare: HCM, FSCM and SCM EPM warehouses are the source for OBIEE**

b. Size of OBIEE solution by instance and location.

The #'s below represent the current used space as of today.

OBIEE 10g:

UTD: TST BI Server - 22gb

TST Presentation Server - 17gb

PRD BI Server - 20gb

PRD Presentation Server - 16gb

UTA: TST BI Server - 13gb

TST Presentation Server - 12gb

PRD BI Server - 11gb

PRD Presentation Server - 31gb

UTT: TST BI Server - 14gb

TST Presentation Server - 14gb

PRD BI Server - 21gb

PRD Presentation Server - 11gb

OBIEE 11g:

UTA: DEV Server - 100gb

TST Server - 103gb

PRD Server - 102gb

UTT: DEV Server - 102gb

TST Server - 115gb

PRD Server - 101gb

UTShare: DEV Server - 55gb

TST Server - 115gb

PRD - Server 91gb

c. Please list OBIEE modules in scope or in use now.

UTA: CSW subject area

UTT: CSW subject area

UTD: CSW, HCM, and FSCM subject areas

UTShare: HCM, FSCM and SCM subject areas, We have also created our own STAT subject area for STAT reporting using OBIEE

- d. ETL tool used for the data warehouse/data mart for the OBIEE reporting solution.
Example (Informatica, ODI)

Datastage 8.5

- e. Source for the ETL by instance and location.

UTA: Campus Solutions and Portal are the sources for EPM

UTT: Campus Solutions and Portal are the sources for EPM

UTD: Campus Solutions, HCM, and FSCM are the sources for EPM

UTShare: HCM, FSCM are the sources for EPM

- f. Current OBIEE OS and platform including instances and locations.

UTA: OBIEE 11g - Windows server 2008 (64 bit) in DEV, TST, and PRD

OBIEE 10g - UTA runs a 2 server environment for OBIEE 10g. The 2 servers are the BI server and the Presentation Server.

The BI server is running on Windows server 2003 R2 Enterprise Edition in TST and PRD

The Presentation server is running on Windows server 2008 Enterprise service pack 2 in TST and PRD. This environment will be going away as soon as they migrate to OBIEE 11g.

UTT: OBIEE 11g - Windows server 2008 (64 bit) in DEV, TST, and PRD

OBIEE 10g - UTT runs a 2 server environment for OBIEE 10g. The 2 servers are the BI server and the Presentation Server.

The BI server is running on Windows server 2003 R2 Enterprise Edition in TST and PRD

The Presentation server is running on Windows server 2008 Enterprise service pack 2 in TST and PRD. This environment will be going away as soon as they migrate to OBIEE 11g.

UTD: OBIEE 10g - UTD runs a 2 server environment for OBIEE 10g. The 2 servers are the BI server and the Presentation Server.

The BI server is running on Windows server 2003 R2 Enterprise Edition in TST and PRD

The Presentation server is running on Windows server 2008 Enterprise service pack 2 in TST and PRD

UTShare: OBIEE 11g - Windows server 2008 (64 bit) in DEV, TST, and PRD

- 69. BIApps migration related questions (if difference in various location, please clarify):

We do not have BIApps in any of our environments.

70. **Disaster Recovery (DR):** Section 5.4 references DR as a requirement but with no specifics on this requirement –we’d like to further understand the University’s specific DR needs. Requirements such as the location of the DR site relative to the primary site, whether the DR site is setup as a hot site or cold site and finally the requirements around Recovery Time Objective (RTO) and Recovery Point Objective (RPO) in the event of a production outage?

RTO of 4 hrs and RPO of 15 mins.

71. **Managed Services:** Section 5.4 references one of the options being considered is Managed Services whereby the environments would continue to be hosted on existing University Infrastructure but vendor resources would provide management services for those environments. However, there is no specific requirements to what level of assistance and ownership that UT would be looking to receive under this option. Does the University expect vendors to respond to this option in addition to hosting? If yes, please provide guidance on the expected resource levels and skill sets that the vendor would provide.

We seek best practice recommendations based on our requirements. We expect support at the Database, Server and Infrastructure level with resourcing and skill sets appropriate to our installation.

72. **Service Level Agreements (SLA):** The RFP Section 5.3.15.9 mentions the topic of service level agreement but doesn’t specify the desired SLA for the hosting services. In our experience, PeopleSoft hosting vendors have very different standard SLAs and because of this the required hosting solution and pricing is very different between vendors.

We seek best practice based on comparable organization and application complexity.

73. **Application Management:** Specific to Application Management requirements in Section 5.3.13, please help us understand what application support services you are looking for in a vendor. Examples are PeopleSoft Technical Application Support (24/7 coverage including during US Holidays), Oracle Database Administration Support, PeopleSoft System Administration Support, Server Administration Support, Network Support, Architecture Assessment (including capacity planning), PeopleSoft Patch/Fix Assessment and Application administration. CedarCrestone offers the above mentioned services and more within our standard Host Services Agreement.

Oracle Database Administration Support, PeopleSoft System Administration Support, Server Administration Support, Network Support, Architecture Assessment (including capacity planning), PeopleSoft Patch/Fix Assessment and Application administration would cover minimum expectations with options for additional levels/types of support.

74. PeopleSoft Applications – we are under the assumption that UTS owns and will continue to own and pay maintenance on these licenses. Please confirm.

That is correct.

75. Can you provide information related to Oracle Database licensing for Non-Production, Production and DR environments including the number of CPUs or named users. Additionally,

please include licensing specifics for Oracle RAC, Oracle Enterprise Manager (OEM) and any Oracle OEM Packs that are licensed by UTS

The University of Texas System has a site license agreement with Oracle Corporation. This agreement provides both site licensing for certain products. Under this Oracle agreement, site licensing is in place across the entire UT System for the following products:

- ***Oracle Database Enterprise Edition***
- ***Internet Application Server Enterprise Edition***
- ***Oracle Enterprise Manager - Tuning Pack***
- ***Oracle Enterprise Manager - Diagnostic pack***
- ***Real Application Clusters (RAC)***

We do not currently use any OEM packs.

76. Hyperion – please provide specifics on the licensing of the Hyperion application whether it is CPU or Named User based/or both and what are the quantities?

Hyperion Public Sector Planning & Budgeting.

77. Is UTS utilizing the Essbase product as part of the Hyperion application?

Yes, Version 11.1.2.2

78. OBIEE – please provide specifics on the licensing of the OBIEE technology and whether it is CPU or Named User based/or both and what are the quantities?

OBIEE 11.1.6.1

79. Please provide specifics on the licensing of the Datastage product and the Websphere product?

Datastage 8.5
Websphere 7

80. Control-M – please provide specifics on the licensing of this product?

ControlM version 8. 140 CPUs.

81. STAT – please provide specifics on the licensing of this product?

STAT is licensed per user and we have a very large number. Version Nbr 5.6.4. We currently utilize four separate instances of stat (one for UTT, UTD, UTShare and UTA).

82. Licensing specifics for any other 3rd Party applications and tools that are expected to be hosted by the vendor?

We believe that all are listed either in the RFP or addressed in the questions in this document.

83. Can UT provide detailed Architecture Information on the current deployment of the environments in use including server specifications for database, application and web servers to include # of CPUs and memory configurations?

Our standard configuration is listed below regardless of the database.

Configuration

Operating System Red Hat Enterprise Linux Server release 5.10 (Tikanga) 2.6.18-274.el5 (64-bit)
 Hardware Platform x86_64
 CPUs **4**
 Memory Size (MB) **16048**
 Local File Systems (GB) 296.42

Configuration

Operating System Red Hat Enterprise Linux Server release 5.10 (Tikanga) 2.6.18-274.el5 (64-bit)
 Hardware Platform x86_64
 CPUs **2**
 Memory Size (MB) **24104**
 Local File Systems (GB) 60

84. In order to adequately architect the hosting infrastructure can you provide the database size for every environment to be hosted.

Below is a listing of our current database sizing by environment. Note that those in italics are not currently known or do not exist and this is our best estimate.

INSTITUTION	PRODUCT	Database Type	Estimated GB
<i>UT SHARE</i>	EPM	DEV	17
		DMO	19
		PRD	16
		SYS	13
		TST	16
	FINANCE	CNV	44
		DEV	51
		DMO	33
		GOLD	43
		IDP	45
		PRD	45
		QA	46
		RPT	46

INSTITUTION	PRODUCT	Database Type	Estimated GB
		SBX	42
		TST	37
		TRN	41
		TST	50
	HRMS	CNV	25
		DEV	37
		DMO	28
		GOLD	22
		IDP	27
		PRD	27
		QA	27
		RPT	30
		SBX	25
		SYS	25
		TRN	23
		TST	30
	PERFORMANCE MONITOR	PM	13
	PORTAL	DEV	13
		DMO	6
		GOLD	13
		IDP	13
		PRD	13
		QA	13
		SBX	12
		SYS	17
		TRN	12
		TST	13
	STAT	PRD	27
		TST	26
	CONTROL-M	PRD	3
		TST	3
	DATA STAGE	TST	7
		PRD	11
		DEV	15

INSTITUTION	PRODUCT	Database Type	Estimated GB
	HYPERION PUBLIC SECTOR PLANNING & BUDGETING	DEV	12
		PRD	12
		TST	12
	OBIEE	PRD	3
		TST	2
		DEV	4
	UPK	PRD	6
		DEV	3
	STAT	PRD	27
		TST	26
	<i>CAMPUS SOLUTION (estimate – does not exist today)</i>	<i>DEV</i>	<i>390</i>
		<i>DMO</i>	<i>18</i>
		<i>PRD</i>	<i>386</i>
		<i>QA</i>	<i>377</i>
		<i>SYS</i>	<i>14</i>
		<i>TRN</i>	<i>386</i>
		<i>TST</i>	<i>384</i>
		<i>SBX</i>	<i>378</i>
		<i>IDP</i>	<i>386</i>
		<i>CNV</i>	<i>296</i>
	<i>CRM (estimate – does not exist today)</i>	<i>DEV</i>	<i>60</i>
		<i>DMO</i>	<i>8</i>
		<i>PRD</i>	<i>60</i>
		<i>TST</i>	<i>60</i>
	<i>EPM (estimate – does not exist today)</i>	<i>DEV</i>	<i>113</i>
		<i>DMO</i>	<i>11</i>
		<i>PRD</i>	<i>280</i>
		<i>TST</i>	<i>224</i>
		<i>DEV</i>	<i>170</i>
		<i>DMO</i>	<i>20</i>
		<i>PRD</i>	<i>209</i>
		<i>SYS</i>	<i>13</i>
		<i>TST</i>	<i>197</i>

INSTITUTION	PRODUCT	Database Type	Estimated GB
	<i>PORTAL</i> <i>(estimates – does not</i>	<i>DEV</i>	<i>10</i>
		<i>DMO</i>	<i>6</i>
		<i>PRD</i>	<i>11</i>
		<i>QA</i>	<i>11</i>
		<i>TST</i>	<i>11</i>
<i>UTA</i>	CAMPUS SOLUTION	DEV	390
		DMO	18
		PRD	386
		QA	377
		SYS	14
		TRN	386
		TST	384
	CRM	DEV	60
		DMO	8
		PRD	60
		TST	60
	EPM	DEV	113
		DMO	11
		PRD	280
		TST	224
		SYS	13
	PORTAL	DEV	10
		DMO	6
		PRD	11
		QA	11
		TST	11
	CONTROL-M	PRD	6
		TST	8
	DATA STAGE	PRD	14
		TST	6
	OBIEE	DEV	2
		PRD	2
		TST	4

INSTITUTION	PRODUCT	Database Type	Estimated GB
<i>UT TYLER</i>	CAMPUS SOLUTION	DEV	107
		DMO	18
		PRD	128
		QA	107
		TRN	103
		TST	107
	EPM	PRD	72
		DEV	68
		DMO	20
		PRD	69
		SYS	13
		TST	61
	PORTAL	DEV	5
		DMO	5
		PRD	5
		QA	5
		TST	5
	DATA STAGE	TST	14
		PRD	15
		DEV	15
	OBIEE	PRD	4
		DEV	3
	STAT	PRD	7
		DEV	15
<i>UTD</i>	CAMPUS SOLUTION	PRD	310
		DEV	306
		SBX	296
		TRN	285
		TST	296
		QA	300
		SYS	16

INSTITUTION	PRODUCT	Database Type	Estimated GB
		DMO	17
	EPM	DEV	199
		DMO	19
		PRD	402
		SYS	12
		TST	351
	FINANCE	CNV	164
		DEV	156
		DMO	34
		PRD	172
		QA	172
		SYS	33
		TRN	152
		TST	168
	HRMS	CNV	72
		DEV	68
		DMO	29
		PRD	84
		QA	72
		SYS	22
		TRN	66
		TST	67
	PORTAL	PRD	40
		TRN	30
		QA	38
		DEV	33
		TST	37
		SYS	7
	DATA STAGE	DEV	17
		PRD	6
	STAT	DEV	12
		PRD	6

85. In order to adequately architect the hosting infrastructure can you provide the user population of each application environment – ideally we would like to know the concurrent users of each environment if available but we could also estimate based on the number of core users and self-

service users of each application. A core user is someone that uses the application as part of the job function on a daily basis while a self-service user would typically be an employee for HCM Self-service or a faculty or student that utilizes the Campus Solutions self-service functions.

Please reference the Fast Facts for UT System. The Fast Facts can be found at:

<http://www.utsystem.edu/fastfacts>

Information for estimates on user populations and address concurrency estimates based on prior experience with similar organizations.

86. Appendix 5 contains a request to complete a VPAT document (attached here). This appears to be aimed at vendors who supply software and asks a respondent to speak to the software's accessibility features. As we are not the manufacturer nor provider of the software, is it necessary for us to complete this document? Also, of course, the software in question is already owned by UTS.

Hosting services vendors are electronic and information resources (“EIRs”). Meaning that they consist of software, hardware, etc. components (help desk software for clients to log tickets; monitoring software, etc) that may be provided to the University. EIRs procured by an institution of higher education, as is The University of Texas, are subject to the accessibility requirements cited. Even if the vendor from whom the EIRs are procured are not the original manufacturer of the EIR doesn’t mean the accessibility requirements don’t have to be in compliance. However such vendor should have assurances from the original vendor and must ensure that they are in compliance. So, all proposers need to respond to this requirement.

87. Does a hosting vendor really need to respond to section 5.3.4 which asks for statements from the vendor regarding the software's accessibility by individuals with disabilities. It seems as though this is, software specific and not to the service of hosting environments.

Hosting services vendors are electronic and information resources (“EIRs”). Meaning that they consist of software, hardware, etc. components (help desk software for clients to log tickets; monitoring software, etc) that may be provided to the University. EIRs procured by an institution of higher education, as is The University of Texas, are subject to the accessibility requirements cited. Even if the vendor from whom the EIRs are procured are not the original manufacturer of the EIR doesn’t mean the accessibility requirements don’t have to be in compliance. However such vendor should have assurances from the original vendor and must ensure that they are in compliance. So, all proposers need to respond to this requirement.