



**Glenn Hegar**  
Comptroller of Public Accounts

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## RFP 720-1706 Rolling Owner Controlled Insurance Program Brokerage and Administration Services

**Open Date:** 02/03/17 02:30 PM

**Agency Requisition Number:** 720-1706

**NOTE:** You will need to download all of the following files for 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: 959742 (in bytes) Type: Specification Format: (ASCII Plain Text)
- Package 2** size: 98664 (in bytes) Type: Additional Specification(s) Format: (ASCII Plain Text)
- Package 3** size: 488865 (in bytes) Type: Additional Specification(s) Format: Acrobat PDF Files
- Package 4** size: 23803 (in bytes) Type: Additional Specification(s) Format: Excel for Windows 97

**Agency:** UNIVERSITY OF TEXAS SYSTEM (720)

**Open Date:** 02/03/17 02:30 PM

**Agency Requisition Number:** 720-1706

**Previous Price Paid:** N/A

**Solicitation type:** 21 Days or more for solicitation notice

**NIGP Commodity Code(s):**

Class-Item: 946 - 38

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## REQUEST FOR PROPOSAL

**RFP No. 720-1706 Rolling Owner Controlled Insurance Program Brokerage  
and Administration Services**

**Proposal Submittal Deadline: Friday, February 3rd, 2017 at 2:30 PM CST**

**The University of Texas System**  
Office of Risk Management

Prepared By:  
Darya Vienne  
The University of Texas System  
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Suite B. 140E  
Austin, Texas 78701-2891  
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Friday, January 6<sup>th</sup>, 2017

# REQUEST FOR PROPOSAL

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## SECTION 1

### INTRODUCTION

#### 1.1 Description of The University of Texas System

For more than 130 years, The University of Texas System (“**UT System**” and “**University**”) has been committed to improving the lives of Texans and people all over the world through education, research and health care.

The University of Texas System is one of the nation’s largest systems of higher education, with 14 institutions that educate more than 217,000 students. Each year, UT institutions award more than one-third of all undergraduate degrees in Texas and almost two-thirds of all health professional degrees. With about 20,000 faculty – including Nobel laureates – and more than 70,000 health care professionals, researchers student advisors and support staff, the UT System is one of the largest employers in the state.

The UT System ranks third in the nation in patent applications, and because of the high caliber of scientific research conducted at UT institutions, the UT System is ranked No. 1 in Texas and third in the nation in federal research expenditures. In addition, the UT System is home to three (3) of the nation’s National Cancer Institute Cancer Centers – UT MD Anderson, UT Southwestern and UT Health Science Center-San Antonio – which must meet rigorous criteria for world-class programs in cancer research.

Chancellor William H. McRaven’s ambitious vision for the UT System includes eight “Quantum Leaps,” that address many of the most significant challenges of our time, including building the nation’s next generation of leaders through core education in leadership and ethics; leading a brain health revolution by accelerating discoveries and treatments for neurological diseases; elevating higher education’s role in national security; driving unprecedented levels of collaboration between higher and K-12 education; and increasing student access and success.

Other numerous transformational initiatives implemented over the past several years have cemented UT as a national leader in higher education, including the expansion of educational opportunities in South Texas with the opening of The University of Texas Rio Grande Valley in the fall of 2015. And UT is the only system of higher education in the nation establishing not one (1), but two (2) new medical schools in 2016 at The University of Texas at Austin and UT Rio Grande Valley.

University of Texas institutions are setting the standard for excellence in higher education and will continue do so thanks to our generous donors and the leadership of the Chancellor, the Board of Regents and UT presidents.

#### 1.2 Background and Special Circumstances

The Rolling Owner Controlled Insurance Program (“**ROCIP**”) provides workers' compensation, general liability and excess liability insurance coverage for enrolled contractors working on designated construction projects for The University of Texas System. Benefits of the program include lower insurance premiums due to bulk purchasing, consistency of insurance provided on each project, enhanced safety and loss control, and cost savings.

The University of Texas System first implemented its ROCIP in 1997. Since then, 322 projects totaling over \$10 billion in construction values have been enrolled in six (6) program phases. This RFP pertains to Insurance Broker and Program Administrator services for the planned implementation of a Phase VII.

ROCIP Phase VI will remain in effect until August 1, 2019. Proposals should include a pricing option for taking over administration of ongoing ROCIP VI projects and claims (**Section 6.2** of this RFP); to be performed at University's option.

The list of known, potential projects for Phase VII, as well as details regarding Phase VI are included in **APPENDIX TEN**.

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

The University of Texas System is soliciting proposals in response to this Request for Proposal No.720-1706 (this "**RFP**"), from qualified vendors to provide insurance brokerage and administration services for the Rolling Owner Controlled Insurance Program planned implementation of a Phase VII (the "**Services**") more specifically described in **Section 5** of this RFP.

### **1.4 Group Purchase Authority**

Texas law authorizes institutions of higher education (defined by [Section 61.003, Education Code](#)) to use the group purchasing procurement method (ref. Sections [51.9335](#), [73.115](#), and [74.008](#), *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer. In particular, Proposer should note UT System is composed of fourteen (14) institutions described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

## SECTION 2

### NOTICE TO PROPOSER

#### 2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until 2:30 p.m., Central Standard Time (“**CST**”) on Friday, February 3rd, 2017 (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**”):

**Darya Vienne**  
**Email: [dvienne@utsystem.edu](mailto:dvienne@utsystem.edu)**

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications delivered to (i) University Contact, or (ii) if questions relate to Historically Underutilized Businesses, to HUB Coordinator (ref. **Section 2.5** of this RFP). *University Contact must receive all questions or concerns no later than 2:30 p.m. CST on Friday, January 20th, 2017.* 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 through this RFP will be the Proposer that submits a proposal on or before the Submittal Deadline that is the most advantageous to University. The successful Proposer is referred to as “**ADMINISTRATOR.**”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) service, (2) total overall cost, and (3) project management expertise.

The evaluation of proposals and the selection of Administrator will be based on the information provided in the proposal. University may consider additional information if University determines the information is relevant.

Criteria to be considered by University in evaluating proposals and selecting Administrator, will be these factors:

##### 2.3.1 Threshold Criteria Not Scored

- A. Ability of University to comply with laws regarding Historically Underutilized Businesses; and
- B. Ability of University to comply with laws regarding purchases from persons with disabilities.

##### 2.3.2 Scored Criteria

- A. Cost (30%);
- B. Proposer’s Experience and Qualification (30%);
- C. Approach to Project Services (35%);

- D. Proposer's exceptions to the terms and conditions set forth in the Agreement (ref. **APPENDIX TWO**) of this RFP (5%).

## 2.4 Key Events Schedule

Issuance of RFP	Friday, January 6 <sup>th</sup> , 2017
Deadline for Questions / Concerns (ref. <b>Section 2.2</b> of this RFP)	Friday, January 20 <sup>th</sup> , 2017
Submittal Deadline (ref. <b>Section 2.1</b> of this RFP)	2:30 p.m. CST on Friday, February 3 <sup>rd</sup> , 2017
Oral Interviews	Wednesday March 1, 2017 – Friday March 3, 2017 (University may elect to conduct oral interviews with selected Proposers at its discretion. Scheduling of oral interviews may be subject to change at University's discretion)

## 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 Proposer is subject to review by University to ensure compliance with the HUB program.
- 2.5.2 University has reviewed this RFP in accordance with [Title 34, Texas Administrative Code, Section 20.13 \(a\)](#), and has determined that subcontracting opportunities are probable under this RFP.
- 2.5.3 A HUB Subcontracting Plan ("**HSP**") is a required as part of Proposer's proposal. The HSP will be developed and administered in accordance with University's Policy on Utilization of Historically Underutilized Businesses attached as **APPENDIX THREE** and incorporated for all purposes.

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

*Questions regarding the HSP may be directed to:*

Contact: Cynthia Booker  
Coordinator, HUB Technical Assistant  
Phone: 409-772-1353  
Email: [cbooker@utsystem.edu](mailto:cbooker@utsystem.edu)

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

2.5.4 Proposer must submit one (1) original of the HSP to University at the same time it submits its proposal to University (ref. **Section 3.2** of this RFP.) **The original of the HSP must be submitted under separate cover (mailed independently) and in one (1) separate envelope (the “HSP Envelope”).** Proposer must ensure that the top outside surface of HSP Envelope clearly indicate:

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 one (1) separate HSP Envelope meeting the above requirements may be rejected by University and returned to Proposer unopened as non-responsive due to material failure to comply with advertised specifications.

University will open Proposer’s HSP Envelope prior to opening the proposal to confirm Proposer submitted the HSP. Proposer’s failure to submit one (1) completed and signed original of Proposer’s HUB Subcontracting Plan may result in University’s rejection of the proposal 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 one (1) original 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.

**If Proposer’s submitted HSP refers to specific page(s) / Sections(s) of Proposer’s proposal that explain how Proposer will perform entire contract with its own equipment, supplies, materials and/or employees, Proposer must include copies of those pages in HSP Envelopes.** Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.



## SECTION 3

### SUBMISSION OF PROPOSAL

#### 3.1 Number of Copies

- A. One (1) complete paper copy of its *entire* proposal.

The paper copy of the proposal should contain the mark "original" on the front cover of the proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. Section 2 of APPENDIX ONE) of the submitted paper copy of the proposal.

***University does not consider electronic signatures to be valid therefore the original signature must be a "wet signature."***

- B. One (1) complete electronic copy of its entire proposal in a single .pdf file on USB Flash Drive. USB Flash Drive must include a protective cover and be labeled with Proposer's name and RFP number.

In addition, Proposer must submit one (1) complete electronic copy of the proposal in a single .pdf file on separate USB Flash Drive on which all proposed pricing information, provided in response to **Section 6**, has been removed.

#### 3.2 Submission

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

The University of Texas System Administration  
210 West Sixth St.  
Suite B. 140E  
Austin, Texas 78701-2891  
**Attn: Darya Vienne**

**NOTE: Show the Request for Proposal number and submittal date in the lower left-hand corner of sealed bid envelope (box / container).**

Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a 3-ring 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.

#### 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, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref.

**Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5** of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

- 3.4.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);
- 3.4.1.2. Agreement (ref. **Section 4** and **APPENDIX TWO**);
- 3.4.1.3. Proposal Requirements (ref. **APPENDIX ONE**);
- 3.4.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

### **3.5 Submittal Checklist**

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

- 3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**).
- 3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6** of this RFP).
- 3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**).
- 3.5.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**).
- 3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5.4** of this RFP).
- 3.5.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** of this RFP and **APPENDIX THREE**).
- 3.5.7 Responses to questions and requests for information in **APPENDICES FIVE, SIX and EIGHT**.

## SECTION 4

### GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will redline attached Agreement (ref. **APPENDIX TWO**) and include redlined Agreement as part of its proposal in accordance with **Section 5.2.1** of this RFP. Proposer's exceptions will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then University may consider Proposer's exceptions when University evaluates the Proposer's proposal.

## SECTION 5

### SPECIFICATIONS AND ADDITIONAL QUESTIONS

#### 5.1 General

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

**Contract Term:** University intends to enter into an agreement with the Administrator to perform the Services for an initial six (6) year base term, with the option to renew for three (3) additional one (1) year renewal periods, upon mutual written agreement of both parties.

**Approval by the Board of Regents:** No Agreement resulting from this RFP will be effective for amounts exceeding one million dollars (\$1,000,000) until approved by the Board of Regents of The University of Texas System.

**Disclosure of Existing Agreement:** University has an existing insurance brokerage and administration agreement with MARSH USA, Inc. for the implementation of Phase VI, which is scheduled to expire February 28, 2019.

#### 5.2 Additional Information

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

- 5.2.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer will redline attached Agreement (ref. **APPENDIX TWO**) and include redlined Agreement as part of its proposal.
- 5.2.2 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [Section 2252.908, Government Code](#) and [1 TAC Sections 46.1 through 46.5](#)) as implemented by the Texas Ethics Commission (“**TEC**”), including, among other things, providing **TEC** and University with information required on the form promulgated by **TEC** and set forth in **APPENDIX SEVEN**. *Proposer may learn more about these disclosure requirements, including the use of the **TEC** electronic filing system, by reviewing the information on the [TEC website](#). **The Certificate of Interested Parties must only be submitted by Administrator upon delivery to University of a signed Agreement.***
- 5.2.3 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.**
- 5.2.4 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.

5.2.5 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.

5.2.6 In its proposal, Proposer must respond to each item listed in **APPENDIX EIGHT, Information Security Third-Party Assessment Survey**. Responses to **APPENDIX EIGHT** will be incorporated into the Agreement and will be binding on Contractor.

### 5.3 Scope of Work

Administrator must provide the following services to University:

#### A. ROCIP Structure and Process Assessment

1. Assess current ROCIP structure, processes, and procedures, including but not limited to retention levels, insurance services, ROCIP-related contract language, enrollment process, estimation of contractor insurance costs (aka deductions), program savings, loss prevention, loss ratio calculation, and claims management.
2. Within two (2) months of contract award, provide a report of findings with recommendations and an implementation strategy to enhance ROCIP VII operational and financial performance. Provide five (5) hard copies of the report and one (1) electronic copy.

#### B. Design, Marketing and Implementation of Insurance Program

1. Analyze project hazards, insurance market conditions, and funding options and recommend appropriate level of risk retention and transfer.
2. Design, for University's review and approval, a risk financing program which protects University from loss and optimizes use of available funding. At a minimum, University expects ROCIP program to include workers' compensation, employer's liability, general liability and excess liability.
3. University may request other quotes and recommendations regarding additional coverages as needed, for a mutually agreed additional fee.
4. Identify and actively pursue insurance carriers that will deliver the desired coverage, financial, and operational terms required to implement the program.
5. Develop the underwriting submission for the insurance carriers. Include analysis of the risk and exposure, experience, and other information in a form acceptable to the underwriters. Provide a draft of the submission to University in advance of presentation to underwriters.
6. Present specifications to the marketplace, request quotations for specified programs, respond to insurance carriers' questions, and provide additional data, if requested.

7. Provide a written analysis of the insurance carriers' quotations in a detailed manner that facilitates effective comparison to current coverage and between options, assess whether quotations meet University's specifications, and provide recommendations for insurance carrier selection.
8. Create a selection criteria matrix for the evaluation team.
9. Facilitate the insurance carrier selection and interview process.
10. Facilitate negotiations and refinements with selected insurance carrier(s), including but not limited to collateral requirements, policy renewals, premium payment schedules, audit returns and buy-out provisions.
11. Upon University's instructions, instruct insurers to bind coverage and maintain insurance policies and coverage without lapses.
12. Review policies to verify conformance with specifications and provide copies of Master policies and all endorsements to University.
13. Request all required coverage changes and ensure that all endorsements are issued accurately. Provide copies of all endorsements to Master policies to University.
14. Coordinate ongoing insurer services (e.g. enroll construction contractors, close them out, report payroll information to DWC, assist with coverage questions, etc.) between all parties.
15. Disclose any / all additional compensation, beyond that set forth in **Section 6**, received by Administrator, any of its affiliates, or any other intermediary broker during the term of the Agreement that will result from this RFP, including, but not limited to, commissions, fees, contingent commissions, enhanced or supplemental commissions, excess and surplus lines and reinsurance commissions, profit sharing, volume over-rides, work transfer payments, service income, fiduciary funds income, sales incentives, and gifts.

C. Ongoing Policyholder Services and ROCIP Program Management Provided by Administrator

1. Coordinate all data gathering functions and processes between all parties by attending any meetings as required and documenting decisions made.
2. Gather data and enroll contractors in an efficient and effective manner with effort to maintain positive contractor relations. Available technology that facilitates the enrollment process should be used whenever possible.
3. Communicate with contractors, insurance carriers and University to secure ROCIP data required to enroll contractors, maintain policies, and report program status to University.
4. Develop a detailed ROCIP Manual (Administrative / Coverage / Claims / Safety) ("**ROCIP Manual**") with written procedures and flowcharts for all functions and activities for University's review and approval. The ROCIP Manual shall explain in plain language the details of coverage provided by ROCIP VII, as well as the enrollment, safety, and claims reporting processes. The ROCIP Manual shall furnish enrollment forms, claims forms, an emergency contact sheet, Insurance Carrier poster, medical authorization forms for off-site treatment, a sample of a Return to Work policy, and a sample of a Bona Fide Offer of Employment. The ROCIP Manual shall reference the

current UTS Safety Specification 01 35 23 and provide web-based access for any and all necessary forms, sample letters, policies, etc. for administration of the program by the contractors. Site-specific ROCIP Manuals shall be developed for each project.

5. Review ROCIP-related provisions of contract documents and provide analysis and recommendations with regard to changes in wording and forms. As requested, review and provide analysis and recommendations for other contract provisions that may have implications for the ROCIP program, such as indemnification language and insurance requirements.
6. With respect to policies placed by Administrator, issue insurance binders and certificates and deliver policies to all enrolled contractors. Review contractor insurance certificates for evidence of required coverages for exempted contractors. Monitor exposure changes and amend ROCIP policies as instructed by University. Ensure that all endorsements are issued accurately. Provide copies of all endorsements to Master policies to University.
7. Once the University executes the Notice to Proceed for Construction Phase Services and advises Administrator, Administrator's enrollment representative and safety professional shall attend the scheduled meeting with the Contractor and University at a designated location to review the safety, claims and ROCIP enrollment requirements for each project. At this meeting, Administrator shall be responsible for the following items:
  - a. Delivery of a hard copy of the site specific ROCIP Manual to each of the contractor and University Project Management team representatives.
  - b. Provide detailed explanation of the enrollment process, incident notification procedures, contractor payroll collection and submission process and insurance claims management requirements. Also provide details of ROCIP coverage and required contractor provided coverage.
  - c. Provide real-time review of ROCIP web-based information and ensure contractor access to same.
8. As needed, conduct on-site Enrollment Workshops to assist contractors with the enrollment process.
9. Secure, review for conformance to specifications, and maintain evidence of auto liability and all other required contractor furnished coverages from enrolled contractors working on ROCIP projects. Assure proper classifications based on scope of work in contractor policies and proper language for waivers and additional insureds is included with Certificates of Insurance.
10. Work with University to obtain and review Builder's Risk coverage when a project may not be considered under the University's Builder's Risk Program. Recommend changes to the policy if warranted. Monitor policy expiration and notify University (Office of Risk Management) of policy termination.
11. Review certificates of insurance on each project for evidence that WC is carried by all tiers of subcontractors as required by the Division of Workers' Compensation, Texas Department of Insurance. Follow-up to ensure that all contractors on a project are either enrolled in ROCIP or have been approved for exemption. In the event that Administrator is aware of a contractor that is neither enrolled in ROCIP nor approved for exemption, Administrator shall immediately notify University. Provide information needed by the insurance carrier and safety condition / observation database personnel

to ensure all project contractors are in each system for claims management and safety inspection activities.

12. Lead and organize program status meetings once per month throughout the duration of the program. Meetings will be held in Austin. Separate meetings for campus-managed projects (rather than University's Office of Facilities Planning and Construction ("OFPC") managed projects) and for certain campuses with large amounts of work shall be held quarterly at campus locations. At this time, University expects that campus-specific meetings will be required for two campuses.
13. Document ROCIP meeting minutes and provide draft to University within one (1) week of meeting.
14. Provide a status report at monthly and quarterly meetings, which provides detailed analysis and information concerning Administration, Enrollments, Claims, Safety, Program Costs, and Program Savings estimates by project in an electronic format.
15. Periodically assess insurance market conditions and provide University with an estimate of contractor insurance costs that would have been incurred had the ROCIP not been in place.
16. Collect and report payroll data, including payroll associated with change orders, from all enrolled contractors on a monthly, or other mutually agreed, basis. Available technology that facilitates the payroll collection process should be used whenever possible.
17. When necessary, take actions to manage insurance carrier audits. Provide information regarding ROCIP to University when requested for audits of University by other sources.
18. Conduct ROCIP-related training with appropriate personnel of all enrolled contractors to explain the program.
19. Verify the accuracy of any bills, audits, and other premium adjustments and maintain total program cost information on a monthly basis.
20. Be available during regular business hours to answer phone calls and field questions.
21. Provide presentations and written information to professional trade associations, Contractors, Project Managers, Resident Construction Managers, Construction Inspectors, Physical Plant Directors and other professional groups to disseminate general information about the program.
22. Allocate all ROCIP associated costs by projects.
23. Notify all enrolled contractors when ROCIP coverage no longer exists.
24. Maintain an Open Items list and provide updates and review with University on a monthly basis.
25. Administrator must conduct a weekly Project Administration conference call; typically, one (1) hour in length. Administrator representative(s) will provide updates on ROCIP issues associated with contractor enrollment, payroll collection and submission, and contractor close-out. The conference calls will rotate through four (4) designated OFPC regions each month covering all areas where ROCIP projects are active.



Scheduling of calls will be done by University or designated Administrator representative. Administrator will provide conference call service. Topics will be coordinated by University with the Administrator's representative(s) prior to the scheduled call.

#### D. Safety Services

Administrator shall furnish at a minimum, one (1), dedicated construction safety professional and other resources as necessary to achieve the following duties:

1. Within two (2) months of the contract award and as part of the ROCIP Structure and Process Assessment, the Administrator shall conduct an evaluation of the current UTS Safety Specification 01 35 23, policies, procedures, and programs, and prepare a report to suggest detailed specific changes to improve the effectiveness of the safety process and claim management portions of the ROCIP program for University's review and approval.
2. Reference **Section 5.3.C** regarding meeting attendance required for Administrator's safety professional.
3. Within one (1) month of start of construction activities or as directed by designated University representative(s), Administrator must attend the Controlling Contractor's site safety orientation and offer constructive written feedback to the Controlling Contractor and designated University representative(s).
4. Administrator must coordinate with the designated University representative(s), the scheduling of job-site safety inspections by dedicated safety professionals for the Administrator and the Insurance Carrier. Scheduling must assure a minimum of at least ten (10) work days between inspection visits for each project and inspections must begin upon issuance of Notice to Proceed for construction services or as directed by designated University representative(s). Inspections must consist of:
  - a. Review of required safety documentation relevant to the work under construction.
  - b. Physical inspection of the active portions of the site with the Controlling Contractor's Project Safety Coordinator ("**PSC**") and / or Project Safety Assistant ("**PSA**") representative and the Owner's Construction Inspector (as available);
  - c. Preparation of a project safety inspection report entered into the safety condition / observation database as selected by University;
  - d. Prior to leaving the site, conduct a post-inspection meeting with the Controlling Contractor's and Owner's Project Management representative(s) to review any deficiencies, establish responsibilities and target dates for acceptable corrections;
  - e. Any other mutually agreed upon services.
5. Frequency of Project Safety Inspections

For every project, one (1) dedicated construction safety professional of the Administrator shall conduct a minimum of two (2) inspections per month until directed to cease site visits by the designated University representative(s).

6. Administrator must develop and maintain a database of safety and claim metrics to produce a monthly report of collected data per project. Report shall include detailed analysis of safety metrics (leading and lagging, positive and negative) and incidents, as well as an executive summary identifying project and program trends. Administrator must track all safety deficiencies identified in surveys and follow-up to assure that each safety deficiency is addressed by the responsible contractor(s). Administrator must

notify designated University representative(s) of any safety deficiency that is not addressed by contractors within the timeframe between ROCIP project inspections.

7. At least one (1) Safety Professional of the Administrator shall carry a cellular phone capable of voice and text messages at all times. The phone number must be published on the emergency contact sheet and must be contacted per the incident notification flowchart in the event of a catastrophic job-site incident. Phone calls or text replies must be returned within thirty (30) minutes.
8. Administrator must provide live-broadcasted web-based training on a quarterly basis on topics determined by the designated University representative(s). Presentation material must be of highest quality and presenters shall be professional and skilled in speaking to large professional audiences. Administrator must issue certificates of attendance to all participants, maintain attendance records and provide archive of all presentations.
9. Administrator must participate in a weekly Project Safety Coordinator conference call; typically one (1) hour in length. Administrator representative(s) must provide updates on ROCIP insurance claims and project safety. The conference calls will rotate through four (4) designated OFPC regions each month covering all areas where ROCIP projects are active. Scheduling of calls will be done by OFPC. Administrator must provide conference call service. Topics must be coordinated with OFPC by the Administrator's representative(s) prior to the scheduled call.
10. Administrator must develop, distribute and present (when applicable) a monthly safety analysis report per project of pertinent information for use by the Office of Risk Management and OFPC by the twentieth (20<sup>th</sup>) of each month. The monthly safety analysis report must be, at a minimum, as depicted in and have the same format as **APPENDIX NINE**. A copy of the safety report must be distributed as directed by OFPC.

Administrator must review data and report(s) to ensure accuracy through a quality control process.

11. In order to facilitate ROCIP safety program enhancements, Administrator must provide to University personnel web-based access to a database whereby University can review ROCIP safety, inspection/claim and administration data. The database should be capable of producing analytic reports of the project data to identify trends, recommend corrective action, and monitor results of corrective action and other program enhancements.

Administrator must review data and report(s) to ensure accuracy through a quality control process.

12. Administrator must reserve twenty-four (24) extra business days per year for its Safety Professional(s) to conduct or facilitate additional safety services as directed by the designated University representative(s).
13. For projects enrolled in ROCIP VII, Administrator must acquire the use of a safety condition / observation database as acceptable to University. If Administrator is unable to acquire or retain that database through a subcontractor, then the following will be modified as mutually agreed by Administrator and University:
  - a. Administrator shall provide access to safety condition / observation database to designated individuals, including but not limited to, general contractor's safety

personnel, Administrator's safety professionals, designated University representative(s), and other project team members.

- b. Administrator must ensure that new projects are set up in the safety condition / observation database within twenty-four (24) hours following notification by University.
- c. Administrator must ensure that safety condition / observation data is maintained current for the safety analysis report described above in **Section 5.3.D.10**.
- d. University must have the option to terminate the safety condition / observation database services at any time during the Agreement that will result from this RFP, provided that a sixty (60) days' notice is given to Administrator in writing. Work Fees for use of the database shall cease sixty (60) days after contract termination is requested and any return of Service Fees shall follow the terms outlined in the Agreement.
- e. Administrator must arrange and coordinate two (2) meetings per year with University personnel and safety condition / observation database personnel to discuss the performance of the database, needed enhancements and process changes, as well as implementation timelines. Meetings must occur at a location acceptable to University. Additionally, two (2) video conferences must be conducted per year to review same issues. Video and in-person meetings must be conducted on an alternating quarterly basis. Administrator must maintain an Open Items list and provide updates and review with University at the monthly program / status meetings held in Austin, TX.

Platform provider shall provide a .csv file of all data entered into the system on an annual basis, or as otherwise requested, to University.

#### E. Claims Management

Administrator must designate a single Claims professional to achieve, with Administrator's personnel assistance as required, the following duties:

1. Advocate, on the University's behalf, with the insurance carrier with respect to an insurance carrier's selection of Medical Care Clinics near the location of each project. Administrator must conduct a semi-annual "audit" of each Clinic to evaluate the management of claims by each Clinic. Administrator must include these findings in their annual report to University. Notwithstanding the foregoing, University acknowledges and agrees that Administrator is not evaluating the adequacy of the treatment provided by such Clinics to patients and is not providing any other services hereunder that can be construed as medical advice.
2. Coordinate claims handling activities and processes between the carrier, University personnel, and the appropriate contractor's representative(s).
3. Confirm reporting by the contractor of all claim incidents to University Safety Analyst, Project Manager and to the carrier. Administrator must also monitor claims activity.
4. Provide immediate notification to the University of any claims involving catastrophic injuries, death or sever exposure within one (1) hour of Administrator knowledge.
5. Provide coverage analysis to University on Carrier disputed claims.

6. Provide monthly claims status report at monthly and / or quarterly program service meetings. Administrator must detail any areas of concern or issues with contractor participation in claims management.
7. Provide recommendations for medical cost containment and other methods for reducing claims costs.
8. Perform analysis of reserves and negotiate claims issues with the carrier.
9. Coordinate quarterly claim review meetings between University and carrier.
10. Perform an annual audit on each anniversary of policy inception of a mutually agreed number of claim files and provide a report of findings and recommendations to University.
11. Make on-line access to carrier loss / claims information available to designated University representatives.
12. Ensure that case management and medical bill review services are available for all workers' compensation claims.

F. Risk Management Information System (“**RMIS**”)

1. Maintain ROCIP program and project data on an automated RMIS. Data to be collected and reported by Administrator consists of relevant project details, contractor's insurance premium rates and total costs, required enrollment data, contractor payroll, safety and claim metrics by contractor and by Controlling Contractor, change order construction values and payrolls, ROCIP insurance premium costs, ROCIP administrative costs, and deductible amounts paid by University and any other mutually agreed upon data.
2. Prepare customized reports as reasonably requested by University, such as reporting the number of contracts enrolled versus number of contractors enrolled; analysis of claims activity by trade, hours worked, construction value, cause of injury, project, etc.; tracking pilot initiatives such as stretch and flex programs; and benchmarking performance metrics within the ROCIP program and against the construction industry.

G. Miscellaneous Provisions

1. Administrator is responsible for providing all personnel resources necessary to perform Services, unless specifically stated as the responsibility of University. Throughout the Contract Term the Administrator must:
  - a. Provide qualified personnel to perform all required Services;
  - b. Promptly remove and replace personnel at the request of University;
  - c. Provide University written notice of any plan to add, remove and replace personnel; and
  - d. Obtain University approval of all personnel.
2. In the event Administrator needs to add or substitute personnel during Contract Term, Administrator must provide University with several qualified candidates as potential replacements. Detailed resumes of proposed personnel replacements must be provided to University within fifteen (15) calendar days prior to either the proposed start date of any additional personnel or, in the event of substituted personnel, the last working day of the replaced individual. University shall provide Administrator with

- written notice of approval or rejection of proposed personnel within three (3) business days of receipt of the resume packet. University shall have the right to reject assignment of any of Administrator's personnel. Within five (5) calendar days of University's written notification of rejection, Administrator must provide the University with additional resumes of proposed individuals for review. This process must be repeated until University provides written notice to Administrator of the individual selected. The approved replacement individual must start providing Services within fifteen (15) calendar days of selection notice.
3. University, in its reasonable discretion, may request that Administrator remove a particular individual who is providing Services under the resulting agreement if University reasonably believes that such individual is not providing the Services as described within this request and Administrator, after notice, has been unable to resolve performance issues relative to such individual. Administrator must provide University with the resume of qualified replacement individuals on or before the fifteenth (15th) calendar day following the last working day of the removed individual. University shall have the right to conduct an interview of all such personnel. University shall provide Administrator with written notice of approval or rejection of proposed personnel within three (3) business days of receipt of the resume packet. University shall have the right to reject assignment of any of the Administrator's personnel. Within five (5) calendar days of University's written notification of rejection, Administrator must provide the University with additional resumes of proposed individuals for review. This process must be repeated until University provides written notice to Administrator of the individual selected. The approved replacement individual must be on-site at University within fifteen (15) calendar days of selection notice.
  4. Prepare Annual Reports and a Final Report (following the close of a phase) detailing the safety performance of the construction program and the financial performance of the ROCIP for University. Administrator must benchmark performance metrics within the ROCIP program and against the construction industry. Reports must identify and describe performance trends and highlight areas of concern and program success. Reports must also provide a strategic plan for incorporating program enhancements based on lessons learned, compare program results with previous year(s), and track progress of previously identified program innovations. Reports are to be Executive Reports based upon a September 1 to August 31 fiscal year and are due in the third week of September each year.
  5. All records and data maintained by the Administrator, including records and data contained in the safety condition / observation database and safety analysis report are University Records and must be delivered to University upon request and / or at completion of the ROCIP or at Contract termination. Data is to be provided in a non-proprietary format (Excel, Word, Access, etc.) such that further or future analysis is possible without reconfiguration or reentry of data.
  6. Monitor the regulatory environment regarding construction insurance and ROCIPs. Advise University of potential implications of proposed legislation, and assist University in responding to and complying with changes in regulatory environment.
  7. Attend and actively participate in any ROCIP meetings with University staff and representatives when requested.
  8. Respond to requests (phone, text, and e-mail) from University in a timely manner.

## 5.4 Additional Questions Specific to this RFP

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

### **Vendor Qualifications and Experience (30%)**

1. Has Proposer worked with University or similar institutions of higher education in the past five (5) years? If "yes," state University and / or institution name, department name, department contact, and provide a brief description of work performed.
2. Describe Proposer's experience and capabilities in providing ROCIP Insurance Broker and Program Administrator Services for other clients with coverages and/or programs comparable to University's ROCIP. Be specific and identify services performed within the past three (3) years.
3. Provide a proposed organizational chart indicating specific individuals to be assigned to University's ROCIP.
4. 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.
5. Provide a summary of qualifications for the principal and all key personnel responsible for operating a successful program. Describe the role each individual will play, number of other clients each individual services, and indicate the percentage of time each individual will devote to this project. (If individuals have not been selected, indicate the minimum qualifications that would be required to fill the vacant position.)
6. Indicate the location of Contractor's office designated to service University's ROCIP and describe the services and staff available at that office. If Proposer intends to use other offices, describe the services they would provide. Indicate, if applicable, where any subcontractor offices are located.
7. Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

### **Approach to Project Services (35%)**

8. Provide a statement of Proposer's service approach and describe any unique benefits to University and enrolled contractors from doing business with Proposer.
9. Describe Proposer's approach to the required services identified in **Section 5.3** Scope of Work of this RFP. Be specific in addressing each of the service categories (i.e.: A. ROCIP Structure and Process Assessment; B. Design, Marketing and Implementation of Insurance Program, etc.).
10. Include sample procedures or reports where applicable.
11. Describe the relevant, current market and regulatory conditions for ROCIPs in Texas, as well as any implications they would have for University's ROCIP.
12. Describe methodology Proposer will utilize to demonstrate benefits of ROCIP program to internal and external stakeholders (i.e.: contractor community).

13. Provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
14. Describe payment options Proposer is willing to provide University (**DO NOT PROVIDE ANY PRICING INFORMATION. PRICING BELONGS TO SECTION 6**).
15. Submit a work plan with key dates and milestones. The work plan should include:
  - a. Identification of tasks to be performed;
  - b. Time frames to perform the identified tasks;
  - c. Project management methodology;
  - d. Implementation strategy; and
  - e. The expected time frame in which the services would be implemented.
16. 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 this RFP. Proposer will include samples of reports and documents if appropriate.
17. Describe any difficulties Proposer anticipates in performing the duties described in this RFP and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.
18. Describe Proposer's quality assurance program, its quality requirements, and how they are measured.

**Proposer's Exceptions to Terms and Conditions Set Forth in the Agreement (ref. APPENDIX TWO) of this RFP (5%)**

19. Does Proposer take exception to any part of the Agreement as described in **Section 4** and **Section 5.2.1**? Proposer must explain the redlines made to any part of the Agreement as described in **Section 4** and **Section 5.2.1**.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

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

**To:** The University of Texas System

**RFP No.:** 720-1706

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the required pursuant to the above-referenced Request for Proposal upon the terms quoted (firm fixed price) below. The University will not accept proposals which include assumptions or exceptions to the work identified in this RFP.

**The University may, at its option, modify the construction project list at any time during the term of this Agreement by adding, deleting, modifying, or substituting projects or the project cost.**

**6.1 Pricing for Services Offered within ROCIP Phase VII Projects (30%)**

The originally anticipated total enrolled project construction cost for ROCIP VII is \$900,000,000.

- A. Provide the Base Fee for ROCIP VII \$ \_\_\_\_\_
- B. Provide Additional Fee if the construction costs in ROCIP VII are greater than \$900,000,000, and describe how the additional fees will be calculated \$ \_\_\_\_\_

**6.2 Pricing for Services Offered within ROCIP Phase VI Projects (NOT SCORED)**

Provide Supplemental Fee, to be performed at University's option, for the projects currently enrolled in ROCIP Phase VI and not yet completed and new claims from projects enrolled in ROCIP Phase VI (ref. **APPENDIX TEN**). For purposes of pricing only, assume that taking over administration of ROCIP VI begins effective August 1, 2017.

\$ \_\_\_\_\_

**6.3 Expenses**

Itemized direct expenses incurred by Administrator including, but not limited to items such as postal charges and expenses, travel, mileage, lodging, per diem, and material costs that are not included in the fees provided in **Sections 6.1** and **6.2** are the responsibility of Administrator.

**6.4 Discounts**

Describe all discounts that may be available to University, including, educational, federal, state and local discounts.



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

Indicate number of calendar days needed to commence the Services from the execution of the services agreement:

\_\_\_\_\_ Calendar Days

**6.6 Payment Terms**

University's standard payment terms are "net 30 days" as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

Indicate below the prompt payment discount that Proposer offers:

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

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Proposer agrees to accept payments from University through those methods, including the automated clearing house system ("ACH"). Proposer agrees to provide Proposer's banking information to University in writing on Proposer letterhead signed by an authorized representative of Proposer. Prior to the first payment, University will confirm Proposer's banking information. Changes to Proposer's bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Proposer.

University, an agency of the State of Texas, is exempt from Texas Sales and Use Tax on goods and services in accordance with [Section 151.309, Tax Code](#), and [Title 34 TAC Section 3.322](#). Pursuant to [34 TAC Section 3.322\(c\)\(4\)](#), University is not required to provide a tax exemption certificate to establish its tax exempt status.

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 and facsimile (**FAX**) numbers, and email address, to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to that 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* (ref. [Chapter 552, Government Code](#)). 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](#), [552.104](#), [552.110](#), [552.113](#), and [552.131](#), *Government Code*.

#### 1.4 Type of Agreement

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

#### 1.5 Proposal Evaluation Process

University will select Contractor by using the competitive sealed proposal process described in this Section. Any proposals that are not submitted by the Submittal Deadline or that are not accompanied by required number of completed and signed originals of the HSP will be rejected by University as non-responsive due to material failure to comply with this RFP (ref. **Section 2.5.4** of this RFP). Upon completion of the initial review and evaluation of 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 negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

University may discuss and negotiate all elements of proposals submitted by 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 may 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 interest of University.

After the Submittal Deadline but before final selection of Contractor, University may permit 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 RFP Terms**

Proposer (1) accepts [a] Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] Criteria for Selection (ref. **2.3** of this RFP), [c] Specifications and Additional Questions (ref. **Section 5** of this RFP), [d] terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges 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 as instructed in **Section 3** of this RFP. RFP No. (ref. **Title Page** of this RFP) and Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown (1) in the Subject line of any email transmitting the proposal, and (2) in the lower left-hand corner on the top surface of any envelope or package containing the proposal. In addition, the name and the return address of the Proposer should be clearly visible in any email or on any envelope or package.*

Proposer must also submit two (2) copies of the HUB Subcontracting Plan (also called the HSP) as required by **Section 2.6** of this RFP.

University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the HSP as required by **Section 2.6** of this RFP. University will not accept proposals submitted by telephone or FAX transmission.

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 written request explaining and documenting the reason for withdrawal, which is acceptable to University.

## 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 Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:
- 2.1.1 Proposer will furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
  - 2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
  - 2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
  - 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
  - 2.1.5 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 relating to performance of the Services.
  - 2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
  - 2.1.7 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.
  - 2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.
  - 2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. 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.
  - 2.1.10 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, 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.
  - 2.1.11 Pursuant to Sections [2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Proposer under the Agreement 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.
  - 2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer's 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. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's 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.
- 2.2 No Benefit to Public Servants.** Proposer 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 proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.
- 2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or 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 Agreement.
- 2.4 Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor 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.

- 2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.
- 2.6 Child Support Certification.** Under [Section 231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.
- 2.7 Relationship Certifications.**
- 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 member institution of University, on the other hand, other than the relationships which have been previously disclosed to University in writing.
  - Proposer has not been an employee of any member institution of University within the immediate twelve (12) months prior to the Submittal Deadline.
  - 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 any Agreement resulting from this RFP with Proposer.
- 2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.9 Compliance with Safety Standards.** All products and services offered by Proposer 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.
- 2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this Execution of Offer. All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.
- 2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [Section 361.965\(c\), Health & Safety Code](#), Proposer 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 [30 TAC Chapter 328, 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.
- 2.12 Conflict of Interest Certification.**
- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
  - Proposer's provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
  - Proposer has disclosed any personnel who are related to any current or former employees of University.
  - Proposer has not given, 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 an officer or employee of University in connection with this RFP.
- 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.: 720-1706 Rolling Owner Controlled Insurance Program Brokerage and Administration Services

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

**Submitted and Certified By:**

\_\_\_\_\_  
(Proposer Institution's Name)

\_\_\_\_\_  
(Signature of Duly Authorized Representative)

\_\_\_\_\_  
(Printed Name / Title)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Proposer's Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(FAX Number)

\_\_\_\_\_  
(Email Address)

**SECTION 3**



**PROPOSER'S GENERAL QUESTIONNAIRE**

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

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

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

\_\_\_\_\_

Address of principal place of business:

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Number of years in Business: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Annual Revenues Volume: \_\_\_\_\_

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

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

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

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

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

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

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

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and / or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to [Section 231.006, Family Code](#), and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [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 5.3** Scope of Work of this RFP. Proposer shall disregard this question and shall answer the corresponding question number 10 in Section 5.4.
- 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.
- Proposer shall disregard question 3.2.3.1 – 3.2.3.5 and shall answer the corresponding question number 16 in Section 5.4.
- 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 this RFP. Proposer will include samples of reports and documents if appropriate. Proposer shall disregard this question and shall answer the corresponding question number 17 in Section 5.4.

### **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. Proposer shall disregard this question and shall answer the corresponding question number 18 in Section 5.4.

### **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. Proposer shall disregard this question and shall answer the corresponding question number 8 in Section 5.4.

### **3.5 Quality Assurance**

Proposer will describe its quality assurance program, its quality requirements, and how they are measured. Proposer shall disregard this question and shall answer the corresponding question number 19 in Section 5.4.

### **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. Proposer shall disregard this question and shall answer the corresponding question number 14 in Section 5.4.
- 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 System

**Ref.:** Rolling Owner Controlled Insurance Program Brokerage and Administration Services

**RFP No.:** 720-1706

Ladies and Gentlemen:

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

**Note: If there was only one (1) Addendum, initial just the first blank after No. 1, not all five (5) blanks below.**

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

Respectfully submitted,

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

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

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

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

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

**APPENDIX TWO**  
**AGREEMENT**  
**(INCLUDED AS SEPARATE ATTACHMENT)**

## AGREEMENT BETWEEN UNIVERSITY AND ADMINISTRATOR

This Agreement between University and Administrator (**Agreement**) is made and entered into effective as of \_\_\_\_\_, 20\_\_\_\_ (**Effective Date**), by and between **The University of Texas** \_\_\_\_\_, an agency and institution of higher education established under the laws of the State of Texas (**University**), and \_\_\_\_\_, a \_\_\_\_\_ (**Administrator**), Federal Tax Identification Number \_\_\_\_\_.

University and Administrator hereby agree as follows:

### 1. **Scope of Work.**

- 1.1 Administrator will perform the scope of the work (**Work**) in **Exhibit A**, Scope of Work, to the satisfaction of University and in accordance with the schedule (**Schedule**) for Work in **Exhibit B**, Schedule. Time is of the essence in connection with this Agreement. University will have no obligation to accept late performance or waive timely performance by Administrator.
- 1.2 Administrator will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local, laws, statutes, regulations and ordinances (collectively, **Applicable Laws**), for the performance of Work.

### 2. **The Project.**

The Work will be provided in connection with \_\_\_\_\_ and all other related, necessary and appropriate services (**Project**).

### 3. **Time for Commencement and Completion.**

The term (**Initial Term**) of this Agreement will begin on the Effective Date and expire on \_\_\_\_\_, 20\_\_\_\_. University will have the option to renew this Agreement for three (3) additional one (1) year terms (each a **Renewal Term**). The Initial Term and each Renewal Term are collectively referred to as the **Term**.

### 4. **Administrator's Obligations.**

- 4.1 Administrator will perform Work in compliance with (a) all Applicable Laws, and (b) the Board of Regents of The University of Texas System *Rules and Regulations* (<http://www.utsystem.edu/offices/board-regents/regents-rules-and-regulations>) the policies of The University of Texas System (<http://www.utsystem.edu/board-of-regents/policy-library>); and the institutional rules, regulations and policies of University (\_\_\_\_\_) (collectively, **University Rules**). Administrator represents and warrants that neither Administrator nor any firm, corporation or institution represented by Administrator, or anyone acting for the firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, [Chapter 15, Texas Business and Commerce Code](#), or federal antitrust laws, or (2) has communicated directly or indirectly the content of Administrator'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.
- 4.2 Administrator represents and warrants that (a) it will use commercially reasonable efforts to perform Work in a good and workmanlike manner and in accordance with commercially reasonable standards of Administrator's profession or business, and (b) all Work to be

performed will be of the quality that prevails among similar businesses engaged in providing similar services in major United States urban areas under the same or similar circumstances.

- 4.3 Administrator will call to University's attention in writing all information in any materials supplied to Administrator (by University or any other party) that Administrator regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.
- 4.4 University at all times is relying on Administrator's skill and knowledge in performing Work. Administrator represents and warrants that Work will be accurate and free from any material defects. Administrator's duties and obligations under this Agreement will not be in any way diminished by reason of any approval by University. Administrator will not be released from any liability by reason of any approval by University.
- 4.5 Administrator will, at its own cost, correct all material defects in Work as soon as practical after Administrator becomes aware of the defects. If Administrator fails to correct material defects in Work within a reasonable time, then University may correct the defective Work at Administrator's expense. This remedy is in addition to, and not in substitution for, any other remedy for defective Work that University may have at law or in equity.
- 4.6 Administrator will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Administrator will cause all persons connected with Administrator directly in charge of Work to be duly registered and licensed under all Applicable Laws. Administrator will assign to the Project a designated representative who will be responsible for administration and coordination of Work.
- 4.7 Administrator represents and warrants it is duly organized, validly existing and in good standing under the laws of the state of its organization; it is duly authorized and in good standing to conduct business in the State of Texas; it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and the individual executing this Agreement on behalf of Administrator has been duly authorized to act for and bind Administrator.
- 4.8 Administrator represents and warrants that neither the execution and delivery of this Agreement by Administrator nor the performance of its duties and obligations under this Agreement will (a) result in the violation of any provision of its organizational documents; (b) result in the violation of any provision of any agreement by which it is bound; or (c) conflict with any order or decree of any court or other body or authority having jurisdiction.
- 4.9 Administrator represents and warrants that: (i) Work will be performed solely by Administrator, its full-time or part-time employees during the course of their employment, or independent Administrators who have assigned in writing all right, title and interest in their work to Administrator (for the benefit of University); (ii) University will receive free, good and clear title to all Work Material developed under this Agreement; (iii) Work Material and the intellectual property rights protecting Work Material are free and clear of all encumbrances, including security interests, licenses, liens, charges and other restrictions; (iv) Work Material will not infringe upon or violate any patent, copyright, trade secret, trademark, service mark or other property right of any former employer, independent Administrator, client or other third party; and (v) the use, reproduction, distribution, or modification of Work Material will not violate the rights of any third parties in Work Material, including trade secret, publicity, privacy, copyright, trademark, service mark and patent rights.
- 4.10 If this Agreement requires Administrator's presence on University's premises or in University's facilities, Administrator agrees to cause its employees, representatives, agents, or subcontractors to become aware of, fully informed about, and in full compliance with all applicable University Rules, including those relative to personal health, security,

environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

**5. The Contract Amount.**

- 5.1 So long as Administrator has provided University with its current and accurate Federal Tax Identification Number in writing, University will pay Administrator for the performance of Work in accordance with **Exhibit C**, Payment for Services.
- 5.2 The Contract Amount includes all applicable federal, state or local sales or use taxes payable as a result of the execution or performance of this Agreement.
- 5.3 University (a State agency) is exempt from Texas Sales & Use Tax on Work in accordance with [§151.309, Texas Tax Code](#) and [34 Texas Administrative Code \(TAC\) §3.322](#). Pursuant to 34 TAC §§3.322(c)(4) and (g)(3), this Agreement is sufficient proof of University's tax exempt status and University is not required to provide further evidence of its exempt status.

**6. Payment Terms.**

- 6.1 Administrator will submit to University an invoice covering Work performed for University to that date, in compliance with **Exhibit C**, Payment for Services. Each invoice will be accompanied by documentation that University may reasonably request to support the invoice amount. University will, within twenty-one (21) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If University approves the amount or any portion of the amount, University will promptly pay (each a **Progress Payment**) to Administrator the amount approved so long as Administrator is not in default under this Agreement. If University disapproves any invoice amount, University will give Administrator specific reasons for its disapproval in writing.
- 6.2 Within ten (10) days after final completion and acceptance of Work by University or as soon thereafter as possible, Administrator will submit a final invoice (**Final Invoice**) setting forth all amounts due and remaining unpaid to Administrator. Upon approval of the Final Invoice by University, University will pay (**Final Payment**) to Administrator the amount due under the Final Invoice.
- 6.3 Notwithstanding any provision of this Agreement to the contrary, University will not be obligated to make any payment (whether a Progress Payment or Final Payment) to Administrator if Administrator is in default under this Agreement.
- 6.4 The cumulative amount of all Progress Payments and the Final Payment (defined below) will not exceed the Contract Amount in **Exhibit C**, Payment for Services.
- 6.5 No payment made by University will (a) be construed to be final acceptance or approval of that part of the Work to which the payment relates, or (b) relieve Administrator of any of its duties or obligations under this Agreement.
- 6.6 The acceptance of Final Payment by Administrator will constitute a waiver of all claims by Administrator except those previously made in writing and identified by Administrator as unsettled at the time of the Final Invoice for payment.
- 6.7 University will have the right to verify the details in Administrator's invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Administrator at mutually convenient times; (b) examining any reports with respect to the Project; and (c) other reasonable action.

- 6.8 [Section 51.012, Texas Education Code](#), authorizes University to make payments through electronic funds transfer methods. Administrator agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Administrator agrees to provide Administrator's banking information to University in writing on Administrator letterhead signed by an authorized representative of Administrator. Prior to the first payment, University will confirm Administrator's banking information. Changes to Administrator's bank information must be communicated to University in accordance with **Section 12.14** in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Administrator.

## **7. Ownership and Use of Work Material.**

- 7.1 All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Administrator or any subcontractors in connection with Work (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.
- 7.2 Administrator grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to 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 Work Material.
- 7.3 Administrator will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use Work Material for the completion of Work or otherwise. University may, at all times, retain the originals of Work Material. Work Material will not be used by any person other than University on other projects unless expressly authorized by University in writing.
- 7.4 Work Material will not be used or published by Administrator or any other party unless expressly authorized by University in writing. Administrator will treat all Work Material as confidential.

## **8. Default and Termination**

- 8.1 In the event of a material failure by a party to this Agreement to perform in accordance with its terms (**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 (15-day) period.
- 8.2 University may, without cause, terminate this Agreement at any time upon giving seven (7) days' advance written notice to Administrator. Upon termination pursuant to this Section, Administrator will be entitled to payment of an amount that will compensate Administrator for Work satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Administrator 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 Administrator for any services performed or for expenses incurred by Administrator after the date of the termination notice, that could have been avoided or mitigated by Administrator.
- 8.3 Termination under **Sections 8.1 or 8.2** will not relieve Administrator from liability for any default or breach under this Agreement or any other act or omission of Administrator.



- 8.4 If Administrator 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 Administrator under this Agreement, any and all reasonable expenses incurred in connection with University's curative actions.
- 8.5 In the event that this Agreement is terminated, then within thirty (30) days after termination, Administrator will reimburse University for all fees paid by University to Administrator that were (a) not earned by Administrator prior to termination, or (b) for goods or services that University did not receive from Administrator prior to termination.

## **9. Indemnification**

- 9.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ADMINISTRATOR 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 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 ADMINISTRATOR'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 ADMINISTRATOR, ANYONE DIRECTLY EMPLOYED BY ADMINISTRATOR OR ANYONE FOR WHOSE ACTS ADMINISTRATOR 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.
- 9.2 IN ADDITION, ADMINISTRATOR 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 ADMINISTRATOR, OR THE USE BY INDEMNITEES, AT THE DIRECTION OF ADMINISTRATOR, OF ANY ARTICLE OR MATERIAL; PROVIDED, THAT, UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR INFRINGEMENT, UNIVERSITY WILL PROMPTLY NOTIFY ADMINISTRATOR AND ADMINISTRATOR WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO REASONABLY COOPERATE WITH ADMINISTRATOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

## **10. Relationship of the Parties.**

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

## 11. Insurance.

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

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

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

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

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

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

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

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

11.1.4 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. The Umbrella/Excess Liability policy will be excess over and at least as broad as the underlying coverage as required under **Sections 11.1.1** Employer's Liability; **11.1.2** Commercial General Liability; and **11.1.3** Business Auto Liability. Inception and expiration dates will be the same as the underlying policies. Drop down coverage will be provided for reduction or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured.

11.1.5 Professional Liability (Errors & Omissions) Insurance with limits of not less than \$5,000,000 per claim. Such insurance will cover all Work performed by or on behalf of Administrator and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Administrator agrees to purchase an *Extended Reporting Period Endorsement*, effective twenty-four (24) months after the expiration or cancellation of the policy. No Professional Liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at

least twenty-four (24) months after the expiration or termination of this Agreement for any reason.

11.2 Administrator will deliver to University:

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

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

11.2.1.2 Administrator hereby waives all rights of subrogation against the Board of Regents of The University of Texas System and University. **All insurance policies** will be *endorsed* to provide a waiver of subrogation in favor of the Board of Regents of The University of Texas System and University. No policy will be canceled until after thirty (30) days' unconditional written notice to University. **All insurance policies** will be *endorsed* to require the insurance carrier providing coverage to send notice to University thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this **Section 11**.

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

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

Name:  
Address:  
Facsimile Number:  
Email Address:

- 11.3 Administrator's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by University. Administrator's or subcontractor's insurance will be kept in force until all Work has been fully performed and accepted by University in writing, *except* as provided in this **Section 11.3**.

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

## 12. Miscellaneous.

- 12.1 **Assignment and Subcontracting.** Except as specifically provided in **Exhibit E**, Historically Underutilized Business Subcontracting Plan, Administrator's interest in this Agreement (including Administrator's duties and obligations under this Agreement, and the fees due to Administrator 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 Administrator will be subject to all remedial actions provided by Applicable Laws, including [Chapter 2161, Texas Government Code](#), and [34 TAC §§20.101 – 20.108](#). The benefits and burdens of this Agreement are assignable by University.
- 12.2 **Texas Family Code Child Support Certification.** Pursuant to [§231.006, Texas Family Code](#), Administrator certifies it is not ineligible to receive the award of or payments under this Agreement, and acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 12.3 **Tax Certification.** If Administrator is a taxable entity as defined by [Chapter 171, Texas Tax Code](#), then Administrator certifies it is not currently delinquent in the payment of any taxes due under Chapter 171, Administrator is exempt from the payment of those taxes, or Administrator is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 12.4 **Payment of Debt or Delinquency to the State.** Pursuant to [§§2107.008](#) and [2252.903, Texas Government Code](#), Administrator agrees any payments owing to Administrator under this Agreement may be applied directly toward any debt or delinquency Administrator owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.
- 12.5 **Loss of Funding.** Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by the Board of Regents of The University of Texas System (**Board**). If Legislature fails to appropriate or allot necessary funds, or Board fails to allocate necessary funds, then University will issue written notice to Administrator and University may terminate this Agreement without further duty or obligation. Administrator acknowledges that appropriation, allotment, and allocation of funds are beyond University's control.
- 12.6 **Entire Agreement; Modifications.** This Agreement (including all exhibits, schedules, supplements and other attachments (collectively, **Exhibits**)) supersedes all prior agreements, written or oral, between Administrator and University and will constitute the entire Agreement and understanding between the parties with respect to its subject matter. 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 University and Administrator. All Exhibits are attached to this Agreement and incorporated for all purposes.

- 12.7 **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**). Provided, however, in the event of a force majeure occurrence, Administrator agrees to use its best efforts to mitigate the impact of the occurrence so that University may continue to provide healthcare, research and other mission critical services during the occurrence.
- 12.8 **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.
- 12.9 **Venue; Governing Law.** Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions and all of the rights and obligations of its parties, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.
- 12.10 **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.
- 12.11 **Confidentiality and Safeguarding of University Records; Press Releases; Public Information.** Under this Agreement, Administrator may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, **University Records**). However, it is expressly agreed that University will not provide to Administrator, and Administrator will never seek to access, any University Records that contain personally identifiable information regarding any individual that is not available to any requestor under the *Texas Public Information Act*, [Chapter 552, Texas Government Code](#), including “directory information” of any student who has opted to prohibit the release of their “directory information” as that term is defined under the *Family Educational Rights and Privacy Act*, [20 USC §1232g \(FERPA\)](#) and its implementing regulations. Administrator represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by the National Institute of Standards and Technology and the Center for Internet Security that are no less rigorous than the standards by which Administrator protects its own confidential information); (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws and the terms of this Agreement; and (4) comply with University Rules regarding access to and use of University’s computer systems, including UTS 165 at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts165-information-resources-use-and-security-policy>. At the request of University, Administrator agrees to provide University with a written summary of the procedures Administrator uses to safeguard and maintain the confidentiality of University Records.
- 12.11.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Administrator will provide written notice to University within one (1) business day after Administrator’s discovery of that use or disclosure. Administrator will promptly provide University with all information requested by University regarding the impermissible use or disclosure.

- 12.11.2 **Return of University Records.** Administrator 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 Administrator; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Administrator will provide University with written notice of Administrator's intent to destroy University Records. Within five (5) days after destruction, Administrator will confirm to University in writing the destruction of University Records.
- 12.11.3 **Disclosure.** If Administrator discloses any University Records to a subcontractor or agent, Administrator will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Administrator by this **Section 12.11.**
- 12.11.4 **Press Releases.** Except when defined as part of Work, Administrator will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Administrator as an independent Administrator 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.
- 12.11.5 **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 §§[552.002](#) and [2252.907](#), *Texas Government Code*, and at no additional charge to University, Administrator 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.
- 12.11.6 **Termination.** In addition to any other termination rights in this Agreement and any other rights at law or equity, if University reasonably determines that Administrator has breached any of the restrictions or obligations in this Section, University may immediately terminate this Agreement without notice or opportunity to cure.
- 12.11.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.
- 12.12 **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- 12.13 **Records.** Records of Administrator's costs, reimbursable expenses pertaining to the Project 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 Project, unless University otherwise instructs Administrator in writing.
- 12.14 **Notices.** Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications required or permitted under this Agreement, will be in writing and sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is provided below), or email (to the extent an email address is provided below) as indicated below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile

number is provided below) or email (to the extent an email address is provided below), when received:

If to University: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

*with copy to:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

If to Administrator: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

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

Notwithstanding any other requirements for notices given by a party under this Agreement, if Administrator intends to deliver written notice to University pursuant to [§2251.054, Texas Government Code](#), then Administrator will send that notice to University as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

*with copy to:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

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

12.15 **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.

- 12.16 **State Auditor's Office.** Administrator understands acceptance of funds under this Agreement constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. §§[51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Texas Education Code*). Administrator agrees to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Administrator will include this provision in all contracts with permitted subcontractors.
- 12.17 **Limitation of Liability.** EXCEPT FOR UNIVERSITY'S OBLIGATION (IF ANY) TO PAY ADMINISTRATOR CERTAIN FEES AND EXPENSES UNIVERSITY WILL HAVE NO LIABILITY TO ADMINISTRATOR OR TO ANYONE CLAIMING THROUGH OR UNDER ADMINISTRATOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UNIVERSITY TO ADMINISTRATOR OR TO ANYONE CLAIMING THROUGH OR UNDER ADMINISTRATOR, NO PRESENT OR FUTURE AFFILIATED ENTERPRISE, SUBCONTRACTORS, 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 ADMINISTRATOR OR TO ANYONE CLAIMING THROUGH OR UNDER ADMINISTRATOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.
- 12.18 **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 expiration or termination, including **Sections 6.7, 9, 12.5, 12.9, 12.10, 12.11, 12.13, 12.16, 12.17, 12.19 and 12.21.**
- 12.19 **Breach of Contract Claims.**

12.19.1 To the extent that [Chapter 2260, Texas 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 Laws, the dispute resolution process provided for in [Chapter 2260](#) will be used, as further described herein, by University and Administrator to attempt to resolve any claim for breach of contract made by Administrator:

12.19.1.1 Administrator'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, Administrator will submit written notice, as required by [subchapter B](#) of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Administrator'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 Administrator seeks, and the method used to calculate the damages. Compliance by Administrator with [subchapter B](#) of Chapter 2260 is a required prerequisite to Administrator's filing of a contested case proceeding under [subchapter C](#) of Chapter 2260. The chief business officer of University, or another officer of University as may be designated from time to time by University by written notice to Administrator in accordance with the notice provisions in this Agreement, will examine Administrator's claim and any counterclaim and negotiate with Administrator in an effort to resolve the claims.



12.19.1.2 If the parties are unable to resolve their disputes under **Section 12.19.1.1**, the contested case process provided in [subchapter C](#) of Chapter 2260 is Administrator's sole and exclusive process for seeking a remedy for any and all of Administrator's claims for breach of this Agreement by University.

12.19.1.3 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, Texas 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.

12.19.2 The submission, processing and resolution of Administrator'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.

12.19.3 University and Administrator agree that any periods provided in this Agreement for notice and cure of defaults are not waived.

12.20 **Undocumented Workers.** The *Immigration and Nationality Act* ([8 USC §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 CFR §274a](#)). Among other things, Administrator 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 Applicable Laws. 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 Administrator employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, University may terminate this Agreement in accordance with **Section 8**. Administrator represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

- 12.21 **Limitations.** THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (**LIMITATIONS**) ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING 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, AND TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
- 12.22 **Ethics Matters; No Financial Interest.** Administrator and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy at <http://www.utsystem.edu/board-of-regents/policy-library/policies/int180-conflicts-interest-conflicts-commitment-and-outside>, University's Standards of Conduct Guide at <http://www.utsystem.edu/sites/utsfiles/documents/policies-rules/ut-system-administration-standards-conduct-guide/ut-system-administration-standards-conduct-guide.pdf>, and applicable state ethics laws and rules at <http://utsystem.edu/offices/general-counsel/ethics>. Neither Administrator nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, University's Standards of Conduct Guide, or applicable state ethics laws or rules. Administrator 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.
- Further, Administrator agrees to comply with [§2252.908, Texas Government Code \(Disclosure of Interested Parties Statute\)](#), and [1 TAC §§46.1 through 46.5 \(Disclosure of Interested Parties Regulations\)](#), as implemented by the Texas Ethics Commission (TEC), including, among other things, providing the TEC and University with information required on the form promulgated by TEC. Proposers may learn more about these disclosure requirements, including the use of TEC's electronic filing system, by reviewing the information on TEC's website at [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html).
- 12.23 **Enforcement.** Administrator agrees and acknowledges that University is entering into this Agreement in reliance on Administrator's special and unique knowledge and abilities with respect to performing Work. Administrator's services provide a peculiar value to University. University cannot be reasonably or adequately compensated in damages for the loss of Administrator's services. Accordingly, Administrator acknowledges and agrees that a breach by Administrator of the provisions of this Agreement will cause University irreparable injury and damage. Administrator, therefore, expressly agrees that University will be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.
- 12.24 **Access by Individuals with Disabilities.** Administrator represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Administrator provides to University under this Agreement (**EIRs**) comply with applicable requirements in [1 TAC Chapter 213](#) and [1 TAC §206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Administrator becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Administrator represents and warrants 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. If Administrator fails or is unable to do so, University may terminate this Agreement and, within thirty (30) days after termination, Administrator will refund to

University all amounts University paid under this Agreement. Administrator

12.25 **Historically Underutilized Business Subcontracting Plan.** Administrator agrees to use good faith efforts to subcontract Work in accordance with the Historically Underutilized Business Subcontracting Plan (HSP) (ref. **Exhibit E**). Administrator 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 Administrator has failed to subcontract as set out in the HSP, University will notify Administrator of any deficiencies and give Administrator 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 Administrator. If University determines that Administrator 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 §§20.101 through 20.108](#). University may also revoke this Agreement for breach and make a claim against Administrator.

12.25.1 **Changes to the HSP.** If at any time during the Term, Administrator desires to change the HSP, before the proposed changes become effective (a) Administrator must comply with [34 TAC §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 12.6** to replace the HSP with the revised subcontracting plan.

12.25.2 **Expansion of Work.** If University expands the scope of Work through a change order or any other amendment, University will determine if the additional Work contains probable subcontracting opportunities *not* identified in the initial solicitation for Work. If University determines additional probable subcontracting opportunities exist, Administrator will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of [34 TAC §20.14](#) before (a) this Agreement may be amended to include the additional Work; or (b) Administrator may perform the additional Work. If Administrator subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with [34 TAC §20.14](#), Administrator will be deemed to be in breach of this Agreement under **Section 8** and will be subject to any remedial actions provided by Applicable Laws, including [Chapter 2161, Texas Government Code](#), and [34 TAC §20.14](#). University may report nonperformance under this Agreement to the TPSS in accordance with [34 TAC §§20.101 through 20.108](#).

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

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

12.27 **External Terms.** This Agreement completely supplants, replaces, and overrides all other terms and conditions or agreements, written or oral, concerning Administrator's performance or provision of goods or services under this Agreement (**External Terms**). External Terms are null and void and will have no effect under this Agreement, even if University or its employees, Administrators, or agents express assent or agreement to External Terms. External Terms include any shrinkwrap, clickwrap, browswrap, web-based terms and conditions of use, and any other terms and conditions displayed in any format that University or its employees, Administrators, or agents are required to accept or agree to before or in the course of accessing or using any goods or services provided by Administrator.

University and Administrator have executed and delivered this Agreement to be effective as of the Effective Date.

**UNIVERSITY:**

**ADMINISTRATOR:**

**THE UNIVERSITY OF TEXAS SYSTEM**

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

**Attach:**

**EXHIBIT A – Scope of Work**

**EXHIBIT B – Schedule**

**EXHIBIT C – Payment for Services**

**EXHIBIT D – HUB Subcontracting Plan**

**EXHIBIT E – Safety Analysis Report**

## EXHIBIT A

### SCOPE OF WORK

Administrator must provide the following services to University:

#### A. ROCIP Structure and Process Assessment

1. Assess current ROCIP structure, processes, and procedures, including but not limited to retention levels, insurance services, ROCIP-related contract language, enrollment process, estimation of contractor insurance costs (aka deductions), program savings, loss prevention, loss ratio calculation, and claims management.
2. Within two (2) months of contract award, provide a report of findings with recommendations and an implementation strategy to enhance ROCIP VII operational and financial performance. Provide five (5) hard copies of the report and one (1) electronic copy.

#### B. Design, Marketing and Implementation of Insurance Program

1. Analyze project hazards, insurance market conditions, and funding options and recommend appropriate level of risk retention and transfer.
2. Design, for University's review and approval, a risk financing program which protects University from loss and optimizes use of available funding. At a minimum, University expects ROCIP program to include workers' compensation, employer's liability, general liability and excess liability.
3. University may request other quotes and recommendations regarding additional coverages as needed, for a mutually agreed additional fee.
4. Identify and actively pursue insurance carriers that will deliver the desired coverage, financial, and operational terms required to implement the program.
5. Develop the underwriting submission for the insurance carriers. Include analysis of the risk and exposure, experience, and other information in a form acceptable to the underwriters. Provide a draft of the submission to University in advance of presentation to underwriters.
6. Present specifications to the marketplace, request quotations for specified programs, respond to insurance carriers' questions, and provide additional data, if requested.
7. Provide a written analysis of the insurance carriers' quotations in a detailed manner that facilitates effective comparison to current coverage and between options, assess whether quotations meet University's specifications, and provide recommendations for insurance carrier selection.
8. Create a selection criteria matrix for the evaluation team.
9. Facilitate the insurance carrier selection and interview process.
10. Facilitate negotiations and refinements with selected insurance carrier(s), including but not limited to collateral requirements, policy renewals, premium payment schedules, audit returns and buy-out provisions.

11. Upon University's instructions, instruct insurers to bind coverage and maintain insurance policies and coverage without lapses.
12. Review policies to verify conformance with specifications and provide copies of Master policies and all endorsements to University.
13. Request all required coverage changes and ensure that all endorsements are issued accurately. Provide copies of all endorsements to Master policies to University.
14. Coordinate ongoing insurer services (e.g. enroll construction contractors, close them out, report payroll information to DWC, assist with coverage questions, etc.) between all parties.
15. Disclose any / all additional compensation, beyond that set forth in **Section 6**, received by Administrator, any of its affiliates, or any other intermediary broker during the term of the Agreement that will result from this RFP, including, but not limited to, commissions, fees, contingent commissions, enhanced or supplemental commissions, excess and surplus lines and reinsurance commissions, profit sharing, volume overrides, work transfer payments, service income, fiduciary funds income, sales incentives, and gifts.

C. Ongoing Policyholder Services and ROCIP Program Management Provided by Administrator

1. Coordinate all data gathering functions and processes between all parties by attending any meetings as required and documenting decisions made.
2. Gather data and enroll contractors in an efficient and effective manner with effort to maintain positive contractor relations. Available technology that facilitates the enrollment process should be used whenever possible.
3. Communicate with contractors, insurance carriers and University to secure ROCIP data required to enroll contractors, maintain policies, and report program status to University.
4. Develop a detailed ROCIP Manual (Administrative / Coverage / Claims / Safety) ("**ROCIP Manual**") with written procedures and flowcharts for all functions and activities for University's review and approval. The ROCIP Manual shall explain in plain language the details of coverage provided by ROCIP VII, as well as the enrollment, safety, and claims reporting processes. The ROCIP Manual shall furnish enrollment forms, claims forms, an emergency contact sheet, Insurance Carrier poster, medical authorization forms for off-site treatment, a sample of a Return to Work policy, and a sample of a Bona Fide Offer of Employment. The ROCIP Manual shall reference the current UTS Safety Specification 01 35 23 and provide web-based access for any and all necessary forms, sample letters, policies, etc. for administration of the program by the contractors. Site-specific ROCIP Manuals shall be developed for each project.
5. Review ROCIP-related provisions of contract documents and provide analysis and recommendations with regard to changes in wording and forms. As requested, review and provide analysis and recommendations for other contract provisions that may have implications for the ROCIP program, such as indemnification language and insurance requirements.
6. With respect to policies placed by Administrator, issue insurance binders and certificates and deliver policies to all enrolled contractors. Review contractor insurance certificates for evidence of required coverages for exempted contractors. Monitor

exposure changes and amend ROCIP policies as instructed by University. Ensure that all endorsements are issued accurately. Provide copies of all endorsements to Master policies to University.

7. Once the University executes the Notice to Proceed for Construction Phase Services and advises Administrator, Administrator's enrollment representative and safety professional shall attend the scheduled meeting with the Contractor and University at a designated location to review the safety, claims and ROCIP enrollment requirements for each project. At this meeting, Administrator shall be responsible for the following items:
  - a. Delivery of a hard copy of the site specific ROCIP Manual to each of the contractor and University Project Management team representatives.
  - b. Provide detailed explanation of the enrollment process, incident notification procedures, contractor payroll collection and submission process and insurance claims management requirements. Also provide details of ROCIP coverage and required contractor provided coverage.
  - c. Provide real-time review of ROCIP web-based information and ensure contractor access to same.
8. As needed, conduct on-site Enrollment Workshops to assist contractors with the enrollment process.
9. Secure, review for conformance to specifications, and maintain evidence of auto liability and all other required contractor furnished coverages from enrolled contractors working on ROCIP projects. Assure proper classifications based on scope of work in contractor policies and proper language for waivers and additional insureds is included with Certificates of Insurance.
10. Work with University to obtain and review Builder's Risk coverage when a project may not be considered under the University's Builder's Risk Program. Recommend changes to the policy if warranted. Monitor policy expiration and notify University (Office of Risk Management) of policy termination.
11. Review certificates of insurance on each project for evidence that WC is carried by all tiers of subcontractors as required by the Division of Workers' Compensation, Texas Department of Insurance. Follow-up to ensure that all contractors on a project are either enrolled in ROCIP or have been approved for exemption. In the event that Administrator is aware of a contractor that is neither enrolled in ROCIP nor approved for exemption, Administrator shall immediately notify University. Provide information needed by the insurance carrier and safety condition / observation database personnel to ensure all project contractors are in each system for claims management and safety inspection activities.
12. Lead and organize program status meetings once per month throughout the duration of the program. Meetings will be held in Austin. Separate meetings for campus-managed projects (rather than University's Office of Facilities Planning and Construction ("OFPC") managed projects) and for certain campuses with large amounts of work shall be held quarterly at campus locations. At this time, University expects that campus-specific meetings will be required for two campuses.
13. Document ROCIP meeting minutes and provide draft to University within one (1) week of meeting.

14. Provide a status report at monthly and quarterly meetings, which provides detailed analysis and information concerning Administration, Enrollments, Claims, Safety, Program Costs, and Program Savings estimates by project in an electronic format.
15. Periodically assess insurance market conditions and provide University with an estimate of contractor insurance costs that would have been incurred had the ROCIP not been in place.
16. Collect and report payroll data, including payroll associated with change orders, from all enrolled contractors on a monthly, or other mutually agreed, basis. Available technology that facilitates the payroll collection process should be used whenever possible.
17. When necessary, take actions to manage insurance carrier audits. Provide information regarding ROCIP to University when requested for audits of University by other sources.
18. Conduct ROCIP-related training with appropriate personnel of all enrolled contractors to explain the program.
19. Verify the accuracy of any bills, audits, and other premium adjustments and maintain total program cost information on a monthly basis.
20. Be available during regular business hours to answer phone calls and field questions.
21. Provide presentations and written information to professional trade associations, Contractors, Project Managers, Resident Construction Managers, Construction Inspectors, Physical Plant Directors and other professional groups to disseminate general information about the program.
22. Allocate all ROCIP associated costs by projects.
23. Notify all enrolled contractors when ROCIP coverage no longer exists.
24. Maintain an Open Items list and provide updates and review with University on a monthly basis.
25. Administrator must conduct a weekly Project Administration conference call; typically, one (1) hour in length. Administrator representative(s) will provide updates on ROCIP issues associated with contractor enrollment, payroll collection and submission, and contractor close-out. The conference calls will rotate through four (4) designated OFPC regions each month covering all areas where ROCIP projects are active. Scheduling of calls will be done by University or designated Administrator representative. Administrator will provide conference call service. Topics will be coordinated by University with the Administrator's representative(s) prior to the scheduled call.

#### D. Safety Services

Administrator shall furnish at a minimum, one (1), dedicated construction safety professional and other resources as necessary to achieve the following duties:

1. Within two (2) months of the contract award and as part of the ROCIP Structure and Process Assessment, the Administrator shall conduct an evaluation of the current UTS Safety Specification 01 35 23, policies, procedures, and programs, and prepare a report to suggest detailed specific changes to improve the effectiveness of the safety



process and claim management portions of the ROCIP program for University's review and approval.

2. Reference **Section 5.3.C** regarding meeting attendance required for Administrator's safety professional.
3. Within one (1) month of start of construction activities or as directed by designated University representative(s), Administrator must attend the Controlling Contractor's site safety orientation and offer constructive written feedback to the Controlling Contractor and designated University representative(s).
4. Administrator must coordinate with the designated University representative(s), the scheduling of job-site safety inspections by dedicated safety professionals for the Administrator and the Insurance Carrier. Scheduling must assure a minimum of at least ten (10) work days between inspection visits for each project and inspections must begin upon issuance of Notice to Proceed for construction services or as directed by designated University representative(s). Inspections must consist of:
  - a. Review of required safety documentation relevant to the work under construction.
  - b. Physical inspection of the active portions of the site with the Controlling Contractor's Project Safety Coordinator ("**PSC**") and / or Project Safety Assistant ("**PSA**") representative and the Owner's Construction Inspector (as available);
  - c. Preparation of a project safety inspection report entered into the safety condition / observation database as selected by University;
  - d. Prior to leaving the site, conduct a post-inspection meeting with the Controlling Contractor's and Owner's Project Management representative(s) to review any deficiencies, establish responsibilities and target dates for acceptable corrections;
  - e. Any other mutually agreed upon services.
5. Frequency of Project Safety Inspections

For every project, one (1) dedicated construction safety professional of the Administrator shall conduct a minimum of two (2) inspections per month until directed to cease site visits by the designated University representative(s).
6. Administrator must develop and maintain a database of safety and claim metrics to produce a monthly report of collected data per project. Report shall include detailed analysis of safety metrics (leading and lagging, positive and negative) and incidents, as well as an executive summary identifying project and program trends. Administrator must track all safety deficiencies identified in surveys and follow-up to assure that each safety deficiency is addressed by the responsible contractor(s). Administrator must notify designated University representative(s) of any safety deficiency that is not addressed by contractors within the timeframe between ROCIP project inspections.
7. At least one (1) Safety Professional of the Administrator shall carry a cellular phone capable of voice and text messages at all times. The phone number must be published on the emergency contact sheet and must be contacted per the incident notification flowchart in the event of a catastrophic job-site incident. Phone calls or text replies must be returned within thirty (30) minutes.
8. Administrator must provide live-broadcasted web-based training on a quarterly basis on topics determined by the designated University representative(s). Presentation material must be of highest quality and presenters shall be professional and skilled in speaking to large professional audiences. Administrator must issue certificates of

attendance to all participants, maintain attendance records and provide archive of all presentations.

9. Administrator must participate in a weekly Project Safety Coordinator conference call; typically one (1) hour in length. Administrator representative(s) must provide updates on ROCIP insurance claims and project safety. The conference calls will rotate through four (4) designated OFPC regions each month covering all areas where ROCIP projects are active. Scheduling of calls will be done by OFPC. Administrator must provide conference call service. Topics must be coordinated with OFPC by the Administrator's representative(s) prior to the scheduled call.
10. Administrator must develop, distribute and present (when applicable) a monthly safety analysis report per project of pertinent information for use by the Office of Risk Management and OFPC by the twentieth (20<sup>th</sup>) of each month. The monthly safety analysis report must be, at a minimum, as depicted in and have the same format as **APPENDIX NINE**. A copy of the safety report must be distributed as directed by OFPC.

Administrator must review data and report(s) to ensure accuracy through a quality control process.

11. In order to facilitate ROCIP safety program enhancements, Administrator must provide to University personnel web-based access to a database whereby University can review ROCIP safety, inspection/claim and administration data. The database should be capable of producing analytic reports of the project data to identify trends, recommend corrective action, and monitor results of corrective action and other program enhancements.

Administrator must review data and report(s) to ensure accuracy through a quality control process.

12. Administrator must reserve twenty-four (24) extra business days per year for its Safety Professional(s) to conduct or facilitate additional safety services as directed by the designated University representative(s).
13. For projects enrolled in ROCIP VII, Administrator must acquire the use of a safety condition / observation database as acceptable to University. If Administrator is unable to acquire or retain that database through a subcontractor, then the following will be modified as mutually agreed by Administrator and University:
  - a. Administrator shall provide access to safety condition / observation database to designated individuals, including but not limited to, general contractor's safety personnel, Administrator's safety professionals, designated University representative(s), and other project team members.
  - b. Administrator must ensure that new projects are set up in the safety condition / observation database within twenty-four (24) hours following notification by University.
  - c. Administrator must ensure that safety condition / observation data is maintained current for the safety analysis report described above in **Section 5.3.D.10**.
  - d. University must have the option to terminate the safety condition / observation database services at any time during the Agreement that will result from this RFP, provided that a sixty (60) days' notice is given to Administrator in writing. Work

Fees for use of the database shall cease sixty (60) days after contract termination is requested and any return of Service Fees shall follow the terms outlined in the Agreement.

- e. Administrator must arrange and coordinate two (2) meetings per year with University personnel and safety condition / observation database personnel to discuss the performance of the database, needed enhancements and process changes, as well as implementation timelines. Meetings must occur at a location acceptable to University. Additionally, two (2) video conferences must be conducted per year to review same issues. Video and in-person meetings must be conducted on an alternating quarterly basis. Administrator must maintain an Open Items list and provide updates and review with University at the monthly program / status meetings held in Austin, TX.

Platform provider shall provide a .csv file of all data entered into the system on an annual basis, or as otherwise requested, to University.

#### E. Claims Management

Administrator must designate a single Claims professional to achieve, with Administrator's personnel assistance as required, the following duties:

1. Advocate, on the University's behalf, with the insurance carrier with respect to an insurance carrier's selection of Medical Care Clinics near the location of each project. Administrator must conduct a semi-annual "audit" of each Clinic to evaluate the management of claims by each Clinic. Administrator must include these findings in their annual report to University. Notwithstanding the foregoing, University acknowledges and agrees that Administrator is not evaluating the adequacy of the treatment provided by such Clinics to patients and is not providing any other services hereunder that can be construed as medical advice.
2. Coordinate claims handling activities and processes between the carrier, University personnel, and the appropriate contractor's representative(s).
3. Confirm reporting by the contractor of all claim incidents to University Safety Analyst, Project Manager and to the carrier. Administrator must also monitor claims activity.
4. Provide immediate notification to the University of any claims involving catastrophic injuries, death or sever exposure within one (1) hour of Administrator knowledge.
5. Provide coverage analysis to University on Carrier disputed claims.
6. Provide monthly claims status report at monthly and / or quarterly program service meetings. Administrator must detail any areas of concern or issues with contractor participation in claims management.
7. Provide recommendations for medical cost containment and other methods for reducing claims costs.
8. Perform analysis of reserves and negotiate claims issues with the carrier.
9. Coordinate quarterly claim review meetings between University and carrier.

10. Perform an annual audit on each anniversary of policy inception of a mutually agreed number of claim files and provide a report of findings and recommendations to University.
11. Make on-line access to carrier loss / claims information available to designated University representatives.
12. Ensure that case management and medical bill review services are available for all workers' compensation claims.

F. Risk Management Information System (“RMIS”)

1. Maintain ROCIP program and project data on an automated RMIS. Data to be collected and reported by Administrator consists of relevant project details, contractor's insurance premium rates and total costs, required enrollment data, contractor payroll, safety and claim metrics by contractor and by Controlling Contractor, change order construction values and payrolls, ROCIP insurance premium costs, ROCIP administrative costs, and deductible amounts paid by University and any other mutually agreed upon data.
2. Prepare customized reports as reasonably requested by University, such as reporting the number of contracts enrolled versus number of contractors enrolled; analysis of claims activity by trade, hours worked, construction value, cause of injury, project, etc.; tracking pilot initiatives such as stretch and flex programs; and benchmarking performance metrics within the ROCIP program and against the construction industry.

G. Miscellaneous Provisions

1. Administrator is responsible for providing all personnel resources necessary to perform Services, unless specifically stated as the responsibility of University. Throughout the Contract Term the Administrator must:
  - a. Provide qualified personnel to perform all required Services;
  - b. Promptly remove and replace personnel at the request of University;
  - c. Provide University written notice of any plan to add, remove and replace personnel; and
  - d. Obtain University approval of all personnel.
2. In the event Administrator needs to add or substitute personnel during Contract Term, Administrator must provide University with several qualified candidates as potential replacements. Detailed resumes of proposed personnel replacements must be provided to University within fifteen (15) calendar days prior to either the proposed start date of any additional personnel or, in the event of substituted personnel, the last working day of the replaced individual. University shall provide Administrator with written notice of approval or rejection of proposed personnel within three (3) business days of receipt of the resume packet. University shall have the right to reject assignment of any of Administrator's personnel. Within five (5) calendar days of University's written notification of rejection, Administrator must provide the University with additional resumes of proposed individuals for review. This process must be repeated until University provides written notice to Administrator of the individual selected. The approved replacement individual must start providing Services within fifteen (15) calendar days of selection notice.
3. University, in its reasonable discretion, may request that Administrator remove a particular individual who is providing Services under the resulting agreement if University reasonably believes that such individual is not providing the Services as described within this request and Administrator, after notice, has been unable to resolve performance issues relative to

such individual. Administrator must provide University with the resume of qualified replacement individuals on or before the fifteenth (15th) calendar day following the last working day of the removed individual. University shall have the right to conduct an interview of all such personnel. University shall provide Administrator with written notice of approval or rejection of proposed personnel within three (3) business days of receipt of the resume packet. University shall have the right to reject assignment of any of the Administrator's personnel. Within five (5) calendar days of University's written notification of rejection, Administrator must provide the University with additional resumes of proposed individuals for review. This process must be repeated until University provides written notice to Administrator of the individual selected. The approved replacement individual must be on-site at University within fifteen (15) calendar days of selection notice.

4. Prepare Annual Reports and a Final Report (following the close of a phase) detailing the safety performance of the construction program and the financial performance of the ROCIP for University. Administrator must benchmark performance metrics within the ROCIP program and against the construction industry. Reports must identify and describe performance trends and highlight areas of concern and program success. Reports must also provide a strategic plan for incorporating program enhancements based on lessons learned, compare program results with previous year(s), and track progress of previously identified program innovations. Reports are to be Executive Reports based upon a September 1 to August 31 fiscal year and are due in the third week of September each year.
5. All records and data maintained by the Administrator, including records and data contained in the safety condition / observation database and safety analysis report are University Records and must be delivered to University upon request and / or at completion of the ROCIP or at Contract termination. Data is to be provided in a non-proprietary format (Excel, Word, Access, etc.) such that further or future analysis is possible without reconfiguration or reentry of data.
6. Monitor the regulatory environment regarding construction insurance and ROCIPs. Advise University of potential implications of proposed legislation, and assist University in responding to and complying with changes in regulatory environment.
7. Attend and actively participate in any ROCIP meetings with University staff and representatives when requested.
8. Respond to requests (phone, text, and e-mail) from University in a timely manner.

**EXHIBIT B**

**SCHEDULE**

**[Note: Describe specific time deadlines and due dates for each phase of Work and, if appropriate, for Work as a whole.]**

**EXHIBIT C**

**PAYMENT FOR SERVICES**

**SERVICE FEES:** [Note: Specify payment model. If the fee is not a stipulated lump sum, include a “not to exceed” fee cap amount.]

Notwithstanding the foregoing, the cumulative amount of Service Fees remitted by University to Administrator will not exceed \$\_\_\_\_\_ (Fee Cap) without the prior written approval of University. In addition, total fees for each Phase of Work will not exceed the following specified amounts without the prior written approval of University:

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

If University submits, in advance, a written request for additional services not contemplated or reasonably inferred by this Agreement, Administrator will be paid for actual hours incurred by Administrator’s personnel directly and solely in support of the additional services at the Rates provided above.

**[Note:**

**AIR TRAVEL AND RENTAL CAR**

At this time, Administrator may not book air travel or rental car directly with travel vendors and obtain the State rates. If the UT institution books air travel and rental car for Administrator and pays the travel vendor directly (direct bill to UT), then the UT institution will receive the State rate for Administrator’s airfare and rental car.

**HOTEL RESERVATIONS**

**State Hotel Rates:** A hotel under contract with the State may, at the hotel’s discretion, offer the State rate for Administrator travel. The hotel, at the hotel’s discretion, may permit the Administrator to book and pay the reservation or may require the UT institution to book and pay the reservation (direct bill to UT). The UT institution should contact the hotel to ask if (1) the hotel honors the State rate for Administrator travel, and (2) the hotel requires UT to book and pay the reservation (direct bill to UT).

**UT Negotiated Hotel Rates:** The UT institution may obtain the UT negotiated hotel rates (when available) for Administrator travel. The UT institution should contact the hotel to confirm the reservation and ask if the hotel requires UT to pay for the reservation (direct bill to UT).

**CANCELLATION CHARGES**

Be aware that if UT institutions book travel for Administrator, then any cancellation charges will be charged to the UT institution.]

**EXPENSES AND DISBURSEMENTS:** Administrator will be reimbursed without mark-up for reasonable expenses (including meals, rental car or mileage, coach class airfare, and lodging) validly incurred directly and solely in support of the Project and approved by University in advance. Provided, however, Administrator agrees and acknowledges that Administrator will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, mileage, [Option: rental car] [Option: , airfare,] [Option: lodging] and all other expenses related to travel [Option: , except [Option: rental car], [Option: airfare] and [Option: lodging] ]. [Option: Except as provided in this Agreement.] Administrator agrees and acknowledges that Administrator will not be reimbursed by University for expenses that are prohibited or that exceed the allowable amounts provided in the then-current Travel Reimbursement Rates. As

a condition precedent to receiving reimbursement for expenses and disbursements, Administrator will submit to University receipts, invoices, and other documentation as requested University.

Notwithstanding the foregoing, reimbursement for expenses and disbursements will not exceed a maximum of \$\_\_\_\_\_ (**Expense Cap**) without the prior written approval of University.

The Fee Cap and the Expense Cap are sometimes collectively referred to as the **Contract Amount**.



**EXHIBIT D**

**HUB SUBCONTRACTING PLAN**

**EXHIBIT E**  
**SAFETY ANALYSIS REPORT**

**APPENDIX THREE**  
**HUB SUBCONTRACTING PLAN**  
**(INCLUDED AS SEPARATE ATTACHMENT)**

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# THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION

OCTOBER 1, 2016

## APPENDIX III

### POLICY ON UTILIZATION

### HISTORICALLY UNDERUTILIZED BUSINESSES

### VENDOR/COMMODITIES



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

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• HUB Subcontracting Opportunity Notification Form Minority and Trade Organizations contact information is available online at: <a href="https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php">https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php</a>	Page 18
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The University of Texas System  
Office of HUB Programs

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

**Introduction**

In accordance with the Texas Government Code, Sections 2161.181-182 and Title 34, Section 20.13 of the Texas Administrative Code (TAC), the Board of Regents of The University of Texas System, acting through the Office of HUB Development shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction services, including professional and consulting services; and commodities contracts. The HUB Rules promulgated by the Texas Comptroller of Public Accounts (the "Texas Comptroller"), set forth in 34 TAC Sections 20.10-20.28, encourage the use of HUBs by implementing these policies through race, ethnic and gender-neutral means.

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

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

The University of Texas System shall make a good faith effort to meet or exceed the above stated goals to assist HUBs in receiving a portion of the total contract value of all contracts that UT System expects to award in a fiscal year. The University of Texas System may achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, chapter 2161, Subchapter F.

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

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

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

1. In all contracts for professional services, contracting services, and/or commodities with an expected value of \$100,000 or more, The University of Texas System, “UT System” or the “University” will indicate in the purchase solicitation (e.g. RFQ, RFP, or CSP) whether or not subcontracting opportunities are probable in connection with the contract. A HUB Subcontracting Plan is a required element of the architect, contractor or vendor Response to the purchase solicitation. The HUB Subcontracting Plan shall be developed and administered in accordance with the Policy. **Failure to submit a required HUB Subcontracting Plan (HSP) will result in rejection of the Response.**
2. If subcontracting opportunities are probable UT System will declare such probability in its invitations for bids, requests for proposals, or other purchase solicitation documents, and shall require submission of the appropriate HUB Subcontracting Plan with the Response.
  - a. When subcontracting opportunities are probable, and the Respondent proposes to subcontract any part of the work, the Respondent shall submit a **HUB Subcontracting Plan as prescribed by the Texas Comptroller** identifying subcontractors **[34 TAC §20.14 (d) (1)(A)(B)(C)(D) (2) (3)(A)(B)(C)(D)(E)(F) (4)(A)(B)]**.
  - b. When subcontracting opportunities are probable, but the Respondent can perform such opportunities with its employees and resources, the Respondent’s HUB Subcontracting Plan shall include **Section 3 –Self Performance [34 TAC §20.14 (d) (5) (A) (B) (C) (D)]**.
3. If subcontracting opportunities are not probable UT System will declare such probability in its invitations or bids, requests for proposals, or other purchase solicitation documents and shall require submission of the appropriate HUB Subcontracting Plan with the Response.
  - a. When subcontracting opportunities are not probable, and the Respondent proposes to perform all the work with its employees and resources, the Respondent shall submit a HUB Subcontracting Plan that includes **Section 3 – Self Performance Justification**.
  - b. When subcontracting opportunities are not probable, but the Respondent proposes to subcontract any part of the work, the Respondent shall submit a **HUB Subcontracting Plan as prescribed by the Texas Comptroller** identifying subcontractors.
4. Respondents shall follow, but are not limited to, procedures listed in the Policy when developing a HUB Subcontracting Plan.
5. **Competitive Sealed Proposals (CSP):** Respondents shall submit a HUB Subcontracting Plan (packaged separately) twenty-four (24) hours following the Response submission date and time or as prescribed by the project manager. Submit one (1) original and one (1) PDF copy on CD, DVD, or flash drive of the HUB Subcontracting Plan (HSP).
6. In making a determination whether a good faith effort has been made in the development of the required HUB Subcontracting Plan, UT System shall follow the procedures listed in the Policy. If accepted by the University, the HUB Subcontracting Plan shall become a provision of the Respondent’s contract with UT System.

**Revisions necessary to clarify and enhance information submitted in the original HUB subcontracting plan may be made in an effort to determine good faith effort.** Any revisions after the submission of the HSP shall be approved by the HUB Coordinator.

7. **Design Build (DB) and Construction Manager @ Risk (CM@R) responses:** Respondents to a “design build” or “construction manager-at-risk” purchase solicitation shall include the Letter of HUB Commitment in their Response attesting that the Respondent has read and understands the Policy on Historically Underutilized Businesses (HUBs), and a HUB Subcontracting Plan for all preconstruction and construction services including a HUB Subcontracting Plan as prescribed by the Texas Comptroller specific to construction services identifying first, second and third tier subcontractors. Respondents proposing to perform Part 1 preconstruction services with their own resources and employees shall submit, as part of their HSP, the Self Performance Justification. Submit one (1) original and one (1) PDF copy on CD, DVD, or flash drive of the HUB Subcontracting Plan (HSP).
8. **DB and CM@R HUB Contract Requirements:** Contractors engaged under design-build and construction manager-at-risk contracts shall submit a HUB Subcontracting Plan for all preconstruction and construction Phase Services, and, must further comply with the requirements of this Policy by developing and submitting a HUB Subcontracting Plan for each bid package issued in buying out the guaranteed maximum or lump sum price of the project. The HSP shall identify first, second and third tier subcontractors.
9. The University of Texas System shall reject any Response that does not include a fully completed HSP as required. **An incomplete HUB Subcontracting Plan is considered a material failure to comply with the solicitation for proposals.**
10. **Changes to the HUB Subcontracting Plan:** Once a Respondent’s HSP is accepted by UT System and becomes a provision of the contract between Respondent and UT System, the Respondent can only change that HSP if (a) the Respondent complies with 34 TAC Section 20.14; (b) the Respondent provides its proposed changes to UT System for review; (c) UT System (including UT System’s HUB Coordinator) approves Respondent’s proposed changes to its HSP; and (d) UT System and the Respondent amend their contract (in writing signed by authorized officials of both parties) in order to replace the contract’s existing HSP with a revised HSP containing the changes approved by UT System.
11. **Expansion of Work:** If, after entering into a contract with a Respondent as a result of a purchase solicitation subject to the Policy, UT System wishes to expand the scope of work that the Respondent will perform under that contract through a change order or any other contract amendment (the “additional work”), UT System will determine if the additional work contains probable subcontracting opportunities not identified in the initial purchase solicitation for that contract. If UT System determines that probable subcontracting opportunities exist for the additional work, then the Respondent must submit to UT System an amended HUB Subcontracting Plan covering those opportunities that complies with the provisions of 34 TAC Section 20.14. Such an amended HSP must be approved by UT System and the Respondent (including UT System’s HUB Coordinator) before (a) the contract may be amended by UT System and the Respondent to include the additional work and the amended HSP and (b) the Respondent performs the additional work. If a Respondent subcontracts any of the additional subcontracting opportunities identified by UT System for any additional work (i) without complying with 34 TAC Section 20.14 or (ii) before UT System and that Respondent amend their contract to include a revised HSP that authorizes such subcontracting, then the Respondent will be deemed to be in breach of its contract with UT System. As a result of such breach, UT System will be entitled to terminate its contract with the Respondent, and the Respondent will be subject to any remedial actions provided by Texas law, including those set forth in Chapter 2161, Texas Government Code, and 34 TAC

Section 20.14. The University may report a Respondent’s nonperformance under a contract between that Respondent and UT System to the Texas Comptroller in accordance with 34 TAC Sections 20.10 through 20.18.



12. A Response may state that the Respondent intends to perform all the subcontracting opportunities with its own employees and resources in accordance with the Policy. However, if such a Respondent enters into a contract with UT System as a result of such a Response but later desires to subcontract any part of the work set forth in that contract, before the Respondent subcontracts such work it must first change its HUB Subcontracting Plan in accordance with the provisions of Section 10 above.
13. The University of Texas System shall require a professional services firm, contractor or vendor to whom a contract has been awarded to report the identity and the amount paid to its subcontractors on a monthly basis using a **HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR)** as a condition for payment.
14. If the University of Texas System determines that the successful Respondent failed to implement an approved HUB Subcontracting Plan in good faith, UT System, in addition to any other remedies, may report nonperformance to the Texas Comptroller in accordance with 34 TAC Section 20.14, (g) (1) related remedies of nonperformance to professional services firms, contractor and vendor implementation of the HSP.
15. In the event of any conflict between this “Summary of Requirements” and the remainder of the HUB Policy, the remainder of the HUB Policy will control.
16. These requirements, including the attachments referred to above, may be downloaded over the internet from: <http://utsystem.edu/offices/historically-underutilized-business/hub-forms>. For additional information contact: The University of Texas System  
Office of HUB Programs  
201 West Sixth Street, Room B.140E  
Austin, TX 78701  
(512) 499-4530

**Other Services/Vendor/Commodities HSP  
Summary of Attachments Required from Respondents**

	Letter of Transmittal Page 8	Letter of HUB Commitment Page 9	HUB Subcontracting Plan (HSP) Pages 11-18	Progress Assessment Report (PAR) Page 19
<b>1. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE PROBABLE.</b>				
<b>1. A. Respondent Proposes Subcontractors:</b> Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable</u> .	X		X	
<b>1. B. Respondent Proposes Self-Performance:</b> Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable</u> , but the Respondent can perform such opportunities with its employees and resources.	X		X	
<b>2. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE NOT PROBABLE.</b>				
<b>2. A. Respondent Proposes Self-Performance:</b> Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are not probable</u> , but the Respondent can perform such opportunities with its employees and resources.	X		X	
<b>2. B. Respondent Proposes Subcontractors:</b> Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are not probable</u> , but the Respondent proposes to subcontract any part of the work.	X		X	
<b>3. INDEFINITE DURATION/INDEFINITE QUANTITY CONTRACTS:</b> Submit with initial qualifications. Attachments required from the Respondent prior to contract execution for each contract associated with a solicitation for miscellaneous services.		X	X	
<b>4. CHANGES IN THE HUB SUBCONTRACTING PLAN AFTER AWARD:</b> Attachments required from the Respondent to whom a contract has been awarded if it desires to make changes to the approved HUB Subcontracting Plan.			X	
<b>5. REPORTING :</b> Progress Assessment Report (PAR) required with all payment requests. The submittal of this attachment is a condition of payment.				X

(RESPONDENT’S BUSINESS LETTERHEAD)

Date

Regional HUB Coordinator  
Office of HUB Programs  
The University of Texas System  
201 West Sixth St., Room B.140E  
Austin, Texas 78701

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

Dear ,

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

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs). I also understand the State of Texas Annual Procurement Goal according to 34 Texas Administrative Code Section 20.13, and the goal as stated in the Agency Special Instructions section of the HUB Subcontracting Plan, page 11.

23.7% for professional services contracts

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

I understand the above HUB percentages must represent Texas Comptroller HUB certification standards. For each of the listed HUB firms, I have attached a Texas Comptroller HUB Certification document.

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

Sincerely,

(Project Executive)

cc: Contract Administrator

RESPONDENT'S BUSINESS LETTERHEAD

Date

Regional HUB Coordinator  
Office of HUB Programs  
The University of Texas System  
201 West Sixth St., Room B.140E  
Austin, Texas 78701

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

Dear :

In accordance with the requirements outlined in the specification section "HUB Participation Program", I am pleased to forward this HUB Subcontracting Plan as an integral part of our proposal in connection with your invitation for request for proposals, referencing Project Number \_\_\_\_\_.

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

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

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

Sincerely,

Project Executive

cc: Project Manager



# HUB Subcontracting Plan (HSP) QUICK CHECKLIST

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

- **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.
- **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 do not have a continuous contract\* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
  - Section 1 - Respondent and Requisition Information
  - Section 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.
- **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 do not have a continuous contract\* in place for more than five (5) years 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 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. - 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.
- **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**
  - 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

**\*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, to include 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,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

**- - Agency Special Instructions/Additional Requirements - -**

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract\*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

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

**Goal: 23.7% for professional services contracts.**

- Responses for Special Trades construction shall submit a HUB Subcontracting Plan (HSP) that meet the Good Faith Effort (GFE) prescribed in Method B, Attachment B. See instructions for Option Three on the HSP Quick Check List. No other Good Faith Effort method will be accepted.
- Responses for Miscellaneous Services Agreements for indefinite duration/indefinite quantity is a two (2) part process:
  1. Submit a Letter of HUB Commitment (page 9) and a GFE described in Option Four.
  2. Submit a revised HSP prior to the execution of each contract process as described in Option Three of the Quick Check List.
- Respondents shall submit a completed 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 HSP as described in Option Four.
- Prime Contractor Progress Assessment Report (PAR) shall be submitted with each request for payments as a condition of payment.
- Acceptable documentation of the GFE include fax, email or certified letter.

**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: RESPONDENT'S 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 contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "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, including employees, goods and services. (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 <b>do not</b> have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	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 <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>).

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 **do not** have a **continuous contract\*** in place with for **more than five (5) years**, **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: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

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).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <b>do not</b> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%



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.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

**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 <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.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 <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

### 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 the attachment.

Item Number: \_\_\_\_\_ 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 Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB <input type="checkbox"/> - Yes <input type="checkbox"/> - No	Texas VID or federal EIN <small style="color: red;">Do not enter Social Security Numbers. If you do not know their VID I EIN, leave their VID I EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
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	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
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	<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		\$	%
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	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
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	<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.

Page 1 of 1 (Attachment A)

# HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/16

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**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 <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2: MENTOR PROTEGE PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protege Program, submitting its Protege (Protege 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 Protege.

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

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlbsearch/index.jsp>. HUB status code "**A**" signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (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	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

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

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	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.

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Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION B-4: SUBCONTRACTOR SELECTION

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

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

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID I EIN, leave their VID I EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

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

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



# HUB Subcontracting Opportunity Notification Form

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

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

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

## 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: _____ (mm/dd/yyyy)

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

### 1. Potential Subcontractor's Bid Response Due Date:

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

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

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

### 2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:  - Not Applicable

4. Bonding/Insurance Requirements:  - Not Applicable

5. Location to review plans/specifications:  - Not Applicable



# 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: \_\_\_\_\_  
 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

When verifying subcontractors' HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized (HUB)

Directory Search located at: <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp> HUB status code "A" signifies that the company is a Texas certified HUB.

Subcontractor's Name	Texas certified HUB (Yes or No)	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	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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			\$ -	\$ -	\$ -	
<b>TOTALS:</b>			\$ -	\$ -	\$ -	

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_ \_

## APPENDIX FOUR

### ACCESS BY INDIVIDUALS WITH DISABILITIES

Contractor represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Contractor provides to University under this Agreement (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](#), and [1 TAC Section 206.70](#) (ref. [Subchapter M, Chapter 2054, Government Code](#).) To the extent Contractor becomes aware that EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants it will, at no cost to University, either (1) perform all necessary remediation to make EIRs satisfy the EIR Accessibility Warranty or (2) replace EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Contractor fails or is unable to do so, University may terminate this Agreement and, within thirty (30) days after termination, Contractor will refund to University all amounts University paid under this Agreement. Contractor will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by University or University's third party testing resources as required by [1 TAC Section 213.38\(g\)](#).

## 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 a Microsoft products environment.

#### Basic Specifications

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

1. Is the EIR authentication Security Assertion Markup Language (**SAML**) compliant? Has Proposer ever implemented the EIR with Shibboleth authentication? If not, does the EIR integrate with Active Directory? Does the EIR support TLS connections to this directory service?
2. Does the EIR rely on Active Directory for group management and authorization or does the EIR maintain a local authorization/group database?
3. What logging capabilities does the EIR have? If this is a hosted EIR solution, will University have access to implement logging with University's standard logging and monitoring tools, RSA's Envision?
4. Does the EIR have an application programming interface (**API**) that enables us to incorporate it with other applications run by the University? If so, is the API .Net based? Web Services-based? Other?
5. 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?
6. Will Proposer place the EIR source code in escrow with an escrow agent so that if Proposer is no longer in business or Proposer has discontinued support, the EIR source code will be available to University.

### Accessibility Information

Proposer must provide the following, as required by [1 TAC Section 213.38\(b\)](#):

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

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<sup>1</sup> Electronic and information resources are defined in [Section 2054.451, Government Code](#) and [1 TAC Section 213.1 \(6\)](#).

<sup>2</sup> Voluntary Product Accessibility Templates are defined in [1 TAC Section 213.1 \(19\)](#). For further information, see this [VPAT document](#) provided by the Information Technology Industry Council.

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

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

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

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

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

### **Access Control**

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

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

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

### **Use of Data**

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

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

### **Data Transmission**

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

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

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

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

### **Notification of Security Incidents**

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

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

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

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

### **Compliance with Applicable Legal & Regulatory Requirements**

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

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

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

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

**APPENDIX SEVEN**

**CERTIFICATE OF INTERESTED PARTIES  
(Texas Ethics Commission Form 1295)**

This is a sample Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. Contractor must use the Texas Ethics Commission electronic filing web page (at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University. **The Certificate of Interested Parties will be submitted only by Contractor to University with the signed Agreement.**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>			
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>			
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.</b>			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<b>5 Check only if there is NO Interested Party.</b> <input type="checkbox"/>			
<b>6 AFFIDAVIT</b> I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath		_____ Printed name of officer administering oath	
_____ Title of officer administering oath			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

**APPENDIX EIGHT**  
**INFORMATION SECURITY THIRD-PARTY ASSESSMENT SURVEY**  
**(INCLUDED AS SEPARATE ATTACHMENT)**

**INFORMATION SECURITY**

**THIRD-PARTY ASSESSMENT SURVEY**

**NOTE:** Please complete the survey below and return with Proposal.

Administrator Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Address : \_\_\_\_\_ Website: \_\_\_\_\_  
 IT Security Contact: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Location of Data Center: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Location of Recovery Center: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Years in Business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_ Number of Customers Using the Product: \_\_\_\_\_  
 UT Entity's Sponsoring Dept. **Office of Risk Management**

**Name & Description of Service/Product:** \_\_\_\_\_  
 \_\_\_\_\_  
**Describe the Target Users for the Service/Product:** \_\_\_\_\_  
 \_\_\_\_\_  
**Technical Description** (client, agent, SSL, FTP, hosted website, ASP, cloud computing, etc.) : \_\_\_\_\_  
 \_\_\_\_\_  
**Other Customer Software Required to Run the Product/Service:** \_\_\_\_\_  
 \_\_\_\_\_  
**Describe Pertinent Outsourced/Contracted Service Arrangements:** (such as: support, cloud services, third-party applications, etc.) \_\_\_\_\_  
 \_\_\_\_\_  
**Describe Security Features/Testing/External Assessments:** \_\_\_\_\_  
 \_\_\_\_\_

**Note: Respond "yes" or "no" to the questions below. Explain Proposer's answer in the Comments column.**

<b>A. Data Centers</b>	<b>Answer</b>	<b>Comments</b>
1. Has contract with third-party for data center services. If yes, specify type of service provided by data center provider: a. Managed Hosting (full responsibility for admin, mgmt, architecture, hardware and software), b. Managed Services (same as Managed Hosting but with administrator access to infrastructure and responsibility at the application level), c. Co-Location (Administrator has full responsibility of hardware but leveraging private data suites, cages, etc.) 2. Number of years doing business with data center service provider?		
<b>B. Policies, Standards and Procedures</b>	<b>Answer</b>	<b>Comments</b>
1. Has formal written Information Security Policies.		
2. Will provide copies of the Information Security Policies.		
3. Will provide, if asked, examples of security documents, which you have indicated you maintain.		
4. Can provide supporting documentation of certifications and results of a third-party external Information Security assessment conducted within the past 2 years (SAS-70, SSAE-16, penetration test, vulnerability assessment, etc.)		
5. Maintains incident response procedures.		
6. Policy protects client information against unauthorized access; whether stored, printed, spoken, or transmitted.		
7. Policy prohibits sharing of individual accounts and passwords.		
8. Policy implements the following Information Security concepts: need to know, least privilege, and checks and balances.		
9. Receives and implements protections for security vulnerability alerts (such as CERTs).		
10. Requires system administrators to be educated and qualified.		
11. Implements AAA (Authentication, Authorization, Accounting) for all users.		
12. Performs background checks for individuals handling sensitive information.		
13. Termination or job transfer procedures immediately protect unauthorized access to information.		
14. Provides customer support with escalation procedures.		
15. Documented change control processes.		
16. Requires contractors, subcontractors, vendors, outsourcing ventures, or other external third-party contracts to comply with policies and customer		
17. Policy implements federal, state, and local regulatory requirements.		
18. Maintains a routine user Information Security awareness program.		
19. There is a formal routine Information Security risk management program for risk assessments and risk management.		

C. Architecture	Answer	Comments
1. Will provide a network architecture drawing for the customer solution, which demonstrates the defense-in-depth strategies.		
2. Implements and monitors firewall protections.		
3. Maintains routers and ACLs.		
4. Provides network redundancy.		
5. IDS/IPS technology is implemented and alerts are assessed.		
6. There is a DMZ architecture for Internet systems.		
7. Web applications that 'face' the Internet are on DMZ servers are separate from internal servers that house sensitive customer information.		
8. Maintains enterprise-wide virus/malware protection.		
9. There is an enterprise patch management system.		
10. Provides dedicated customer servers or explain how this is accomplished in a secure virtual or segmented configuration.		
11. Remote access is achieved over secure connections.		
12. Test environments both physical and logical are separated from production environments.		
13. Will provide architectural software solution data flow diagrams, which include implemented security controls.		
14. Wireless networks are encrypted, require user authentication, and there are secured/controlled access points.		
D. Configurations	Answer	Comments
1. All computers systems involved are kept current with security patches and have up-to-date malware protection.		
2. Encryption, with the strength of at least 256 bit, is used, required, and monitored when sensitive information is transmitted over untrusted or public connections.		
3. System banners are displayed prior to access and require the user's acknowledgment and agreement concerning: unauthorized use is prohibited, system are monitored, policies are enforced, and there is no expectation of privacy.		
4. Computers have password-protected screen savers that activate automatically to prevent unauthorized access when unattended.		
5. All unnecessary services are removed from computers.		
6. Servers run anti-intrusion software (such as tripwire, etc.).		
7. All administrator-supplied default passwords or similar "published" access codes for all installed operating systems, database management systems, network devices, application packages, and any other commercially produced IT products have been changed or disabled.		
8. Passwords have a minimum of 8 characters, expire, and have strength requirements.		
9. Passwords are never stored in clear text or are easily decipherable.		
10. All system operating systems and software are routinely checked to determine whether appropriate security settings are enabled.		
11. File and directory permissions are managed for least privilege and need-to-know accesses.		
12. Redundancy or high availability features are implemented for critical functions.		
13. All user access is authenticated with either a password, token or biometrics.		
14. All system changes are approved, tested and logged.		
15. Production data is not used for testing unless the data has been		
16. Application security follows industry best practices (such as OWASP).		
17. For system's support users, the account lockout feature is set for successive failed logon attempts.		
18. Split tunneling is prohibited when connecting to customer systems or networks.		
E. Product Design	Answer	Comments
1. If the product integrates with portable devices, sensitive information or information protected by law is encrypted when stored on these portable devices and requires password access.		
2. Access to sensitive information or information protected by law, across a public connection is encrypted with a secured connection and requires user authentication.		
3. If the product manages Protected Health Information (PHI), the product and company processes are HIPAA compliant.		
4. Management of any payment card information is compliant with the Payment Card Industry (PCI) Standards.		
5. Web applications are scanned, tested, and monitored for common application security vulnerabilities.		
6. Software, applications, and databases are kept current with the latest security patches.		
7. This product has been and can be Shibbolized.		
8. This product integrates with Active Directory or LDAP		
9. Encryption, with the strength of at least 256 bit, is available for stored data if the customer so desires.		



F. Access Control	Answer	Comments
1. Access is immediately removed or modified when personnel terminate, transfer, or change job functions.		
2. Achieves individual accountability by assigning unique IDs and prohibits password sharing.		
3. Critical data or systems are accessible by at least two trusted and authorized individuals.		
4. Access permissions are reviewed at least monthly for all server files, databases, programs, etc.		
5. Users only have the authority to read or modify those programs or data, which they need to perform their assigned duties.		
G. Monitoring	Answer	Comments
1. Access logs for all servers, sensitive databases, and sensitive files are reviewed at least monthly for anomalies.		
2. System event logging is implemented on all servers and records at a minimum who, what, and when.		
3. After normal business hours system activity and access (physical or logical) is reviewed and analyzed at least monthly.		
4. System logs are reviewed for failed logins or failed access attempts at least monthly.		
5. Dormant accounts on systems are reviewed and removed at least monthly.		
7. Network and firewall logs are reviewed at least monthly.		
8. Wireless access is reviewed at least monthly.		
9. Scanning is done routinely for rogue access points.		
10. IDS/IPS systems are actively managed and alert notifications have been implemented.		
11. Vulnerability scanning is performed routinely.		
12. Password complexity checking is done routinely.		
H. Physical Security	Answer	Comments
1. Access to secure areas are controlled such as: key distribution management, paper/electronic logs, or a receptionist always present when the doors are opened.		
2. Access to server rooms are controlled and follow need-to-know and least privilege concepts.		
3. Computer rooms have special safeguards in place i.e., cipher locks, restricted access, room access log.		
4. Disposal of printed confidential or sensitive information is shredded or otherwise destroyed securely.		
5. Customer information is either prohibited or encrypted (PHI, student data, SSN, etc.) on laptop computers or other portable devices.		
6. Desktops which display sensitive information are positioned to protect from unauthorized viewing.		
7. All visitors are escorted in computer rooms or server areas.		
8. Appropriate environmental controls been implemented where possible to manage the equipment risks such as: alarms, fire safety, cooling, heating, smoke detector, battery backup, etc.		
9. There are no external signs indicating the content or value of the server room or any room containing sensitive information.		
10. There are secure processes for destroying sensitive data on hard drives, tapes or removable media when it is no longer needed.		
I. Contingency	Answer	Comments
1. There is a written contingency plan for mission critical computing operations.		
2. Emergency procedures and responsibilities are documented and stored securely at multiple sites.		
3. The contingency plan is reviewed and updated at least annually.		
4. You have identified what computing services must be provided within specified critical timeframes in case of a disaster.		
5. Cross-functional dependencies been identified so as to determine how the failure in one system may negatively impact another one.		
6. You have written backup procedures and processes.		
7. You periodically test the integrity of backup media.		
8. Backup media is stored in a secure manner and access is controlled.		
9. You maintain a documented and tested disaster recovery plan.		
10. You have off-site storage and documented retrieval procedures for backups.		
11. You have rapid access to backup data.		
12. Backup media is appropriately labeled to avoid errors or data exposures.		
J. BUSINESS RELATIONSHIPS	Answer	Comments

DEFINITION	EXAMPLES	QUALIFIERS
<p><b>ePHI (electronic Protected Health Information) -</b> Individually identifiable health information in the electronic form which may be stored, processed or transmitted.</p>	<ul style="list-style-type: none"> <li>• Billing records</li> <li>• Hospital/medical records (in and out patient)</li> <li>• Lab, pathology and/or radiology results</li> <li>• Mental Health records</li> <li>• Physician/clinic records</li> <li>• PHI previously collected for research purposes</li> </ul>	<ul style="list-style-type: none"> <li>• Address</li> <li>• Account number</li> <li>• Any vehicle or device serial number</li> <li>• Certificate/license number</li> <li>• Date of birth</li> <li>• E-mail address</li> <li>• Fax number</li> <li>• Finger or voice prints</li> <li>• Health plan</li> <li>• Internet Protocol (IP) address number</li> <li>• Name</li> <li>• Name of employers</li> <li>• Name of relatives</li> <li>• Photographic images</li> <li>• Postal address</li> <li>• Social security number</li> <li>• Telephone number</li> <li>• Web universal resource locator (URL)</li> </ul>
<p><b>PII (Personally Identifiable Information) -</b> Information that can be traced back to a specific individual user, eg, name, postal address, e-mail address, telephone number, or Social Security number.</p>	<p>Full name (if not common) National identification number Telephone number Street address E-mail address IP address (in some cases) 123-45-6789</p>	
<p><b>SSN (Social Security Number) -</b> A number issued by the US government to people for payroll deductions for old age, survivors, and disability insurance.</p>	<p>123-45-6789</p>	
<p><b>Payment Card Information -</b> refers to the credit cards, debit cards and charge cards issued by a financial institution and reflects a relationship between cardholder and financial institution.</p>	<p>Credit Card, Debit Card, etc.</p>	

**UTHSCSA Mission Critical Information -**

Indispensable applications such as databases or process control software that are deemed essential to the functionality of UTHSCSA's education, research, or patient care missions.

**Business Critical Information -** Indispensable applications such as databases or process control software that are deemed essential to the functionality of a specific department.

**Intellectual Property -** Property rights created through intellectual and/or discovery efforts of a creator that are generally protectable by law.

**Other Sensitive Information -** Information other than the previous categories with little financial impact; however, its unauthorized disclosure, alteration, loss, or destruction will at least cause perceivable damage to someone or something.

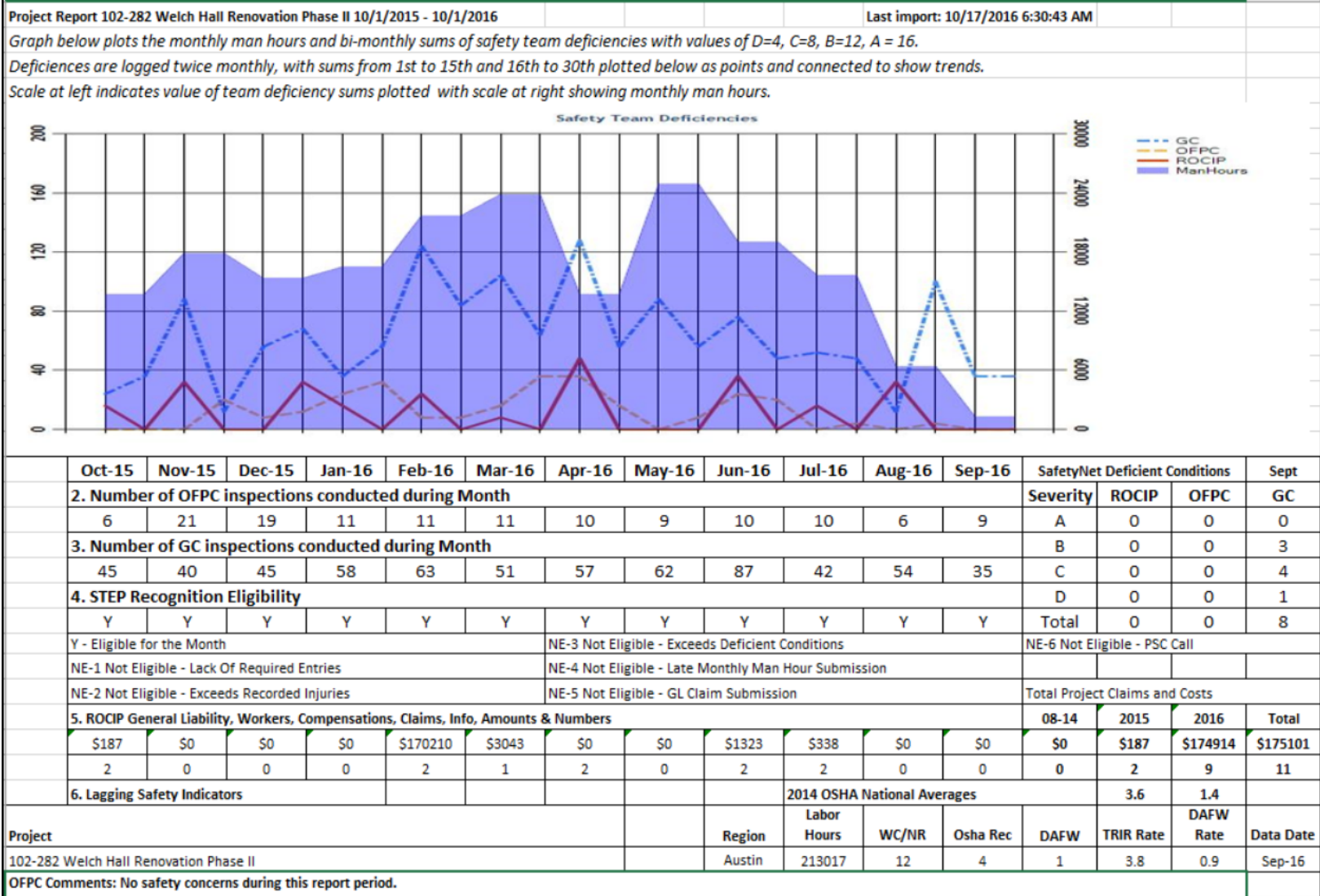
Patent, trademark, copyright, trade secret, trade dress, product, logo.

Internal departmental communications, contractual information, negotiations, legal concerns, investigations, etc.

1. Confidential agreements have been signed before proprietary and/or sensitive information is disclosed.		
2. Business associate contracts or agreements are in place and contain appropriate risk coverage for customer requirements.		
3. Business associates are aware of customer security policies and what is required of them.		
4. Business associates agreements document agreed transfer of customer's data when the relationship terminates.		
5. Contractual agreements will or do include the UT Entity's required information security language.		
6. By contractual agreement, the provider's outsource service arrangements and changes are made know to the customer and require preapproval when it involves management changes of the customer's data (such as: cloud services, offshoring, etc.).		
7. Contractual agreements accommodate customer requirements/restrictions concerning the physical storage location customer data and/or physical routing of sensitive information.		
8. Contractual language requires release of customer information to government agencies or other authorities must be managed by the customer.		
9. Technologies or management of customer information facilitates customer open records and records retention requirements.		
10. Technologies or management of customer information can facilitate customer requests for investigations, and if necessary, forensic analysis to include a documented chain of custody.		
11. Contracts protect customer correspondence with the provider (such as: email, voice, SMS, IM, etc.) and release requires customer approval.		

## APPENDIX NINE

### SAFETY ANALYSIS REPORT



## APPENDIX TEN

### ONGOING ACTIVITY FOR ROCIP VI AND UPCOMING PROJECTS FOR ROCIP VII

Potential ROCIP Phase VII Project List – projects approved by the UT System Board of Regents and planned to begin in 2017 and projects pending approval by the Board. All information is estimated and subject to change. Given that ROCIP Phase VII will span several years, it is likely that the project list will increase significantly as additional projects are planned and approved.

Institution	Project #	Project Name	Notice to Proceed	Substantial Completion	Construction Services Budget
MD Anderson	703-625B	Zayed Finish Out	4/1/2016	6/30/2020	\$110,000,000
Rio Grande Valley	903-943	Multipurpose Academic Center	3/30/2017	11/15/2018	\$ 25,311,799
Rio Grande Valley	903-944	Interdisciplinary Engineering and Academic Studies Building	3/30/2017	11/1/2018	\$ 24,576,860
El Paso	201-942	Interdisciplinary Research Building	4/27/2017	3/8/2019	\$ 62,958,660
Austin	102-282	Welch Hall Renovation	6/27/2017		\$ 85,000,000
MD Anderson	TBD	The Pavilion	8/1/2017	1/31/2020	\$ 68,500,000
Southwestern	TBD	West Campus- WP Clements University Hospital Expansion	8/1/2017	10/30/2019	\$270,000,000
Southwestern	TBD	East Campus Heavy Ion (C12) Facility	8/21/2017	8/21/2019	\$ 52,435,562
Austin	102-357	Battle Hall Complex- West Mall Office Building Renovation	8/25/2017	10/3/2019	\$ 1,500,000
Austin	102-926	Graduate Student Housing Complex	11/13/2017	6/11/2019	\$ 69,624,735
San Antonio	401-946	Science and Engineering Building	12/11/2017	5/18/2020	\$ 72,350,000
Austin	102-358	Littlefield Home and Carriage House Renovations	7/3/2018	12/1/2019	\$ 9,000,000
Permian Basin	501-264	Student Housing Phase IV TBD	TBD	TBD	\$ 5,351,984
<b>TOTAL ESTIMATED VALUE:</b>					<b>\$900,000,000</b>

#### ROCIP Phase VI

- Insurance Broker and Program Administrator Services provided by Marsh with Safety and Loss Prevention Services subcontracted to Engineering Safety Consultants (ESC).
- Insurance Carriers: Zurich (primary), Allied World National Assurance Company (excess), ACE Property and Casualty Insurance Company (excess) and Starr Indemnity and Liability Company (excess)
- Safety condition/observation database for approximately 800 users at a time: SafetyNet.
- Deductible: \$250,000 per occurrence (\$375,000 Clash deductible if WC/EL and GL incident triggered by one occurrence).
- Program Term: August 1, 2013 to August 1 2019.
- Total Construction Values in program as of 10/31/16: \$2,218,087,586.
- Original Program Term and Construction Values projected at the time of RFP for Insurance Broker and Program Administrator for ROCIP Phase VI: August 1 2013 to August 1 2019 and \$898 Million.
- The **UTS ROCIP VI** program has 91 open claims including 24 Record Only claims (8 GL and 16 WC). There are 75 open workers' compensation claims, and 16 open general liability claims.
- Current list of active projects covered under ROCIP VI program:

Project Location	Phase VI Project #	Phase VI Project Name	Phase VI ROCIP Contract Amount	% Complete
UT System	101-690	UT Replacement Office Building	\$ 104,060,735	58%
UT Austin	102-041-02	CMA/CMB Renovations Stage 2	\$ 8,859,102	95%
UT Austin	102-219	Speedway Mall and East Mall	\$ 28,829,937	42%
UT Austin	102-282	Welch Hall Renovation Stage II	\$ 27,172,577	85%
UT Austin	102-488	Whitaker Fields and Tennis Complex	\$ 18,400,723	90%
UT Austin	102-556	Engineering Education Research Center	\$ 242,294,423	58%
UT Austin	102-719	Robert B Rowling Hall	\$ 143,876,619	42%

UT Austin	102-772A 02	Dell Medical School Infrastructure Site Prep	\$ 55,706,026	92%
UT Austin	102-772B	Dell Medical - Research Building	\$ 124,629,861	81%
UT Austin	102-772CE	Dell Medical - Medical Office & Parking Garage	\$ 70,309,085	86%
UT Austin	102-778	Austin by Ellsworth Kelly	\$ 10,191,539	8%
UT Austin	102-831	Texas Advanced Computing Center Building	\$ 15,378,969	98%
UT Austin	102-841	High Density Storage Addition	\$ 5,999,800	0%
UT Austin	102-928	East Campus Parking Garage	\$ 53,166,024	23%
UT Dallas	302-764	Callier Richardson Expansion	\$ 17,851,873	93%
UT Dallas	302-766	Brain Performance Institute	\$ 24,679,739	52%
UT Dallas	302-784	Student Services Building Addition	\$ 21,446,880	73%
UT Dallas	302-842	Davidson Gundy Alumni Center	\$ 12,119,500	25%
UT Dallas	302-931	Parking Structure Phase IV	\$ 22,812,461	94%
UT Dallas	302-934	Student Housing Phs VI	\$ 38,576,607	15%
UT Dallas	302-997	Student Housing Phs VII	\$ 26,388,284	18%
UT SWMC	303-1009	Moncrief Medical Clinic	\$ 9,571,518	31%
UT SWMC	303-366-10	Overhead Connector	\$ 16,800,308	96%
UT SWMC	303-366-10A	East & West Parking Garage	\$ 27,456,553	94%
UT SWMC	303-771-03	UTSW West Campus Phase 1 -Academic Bldg	\$ 114,594,697	17%
UT SWMC	303-829A	Radiation Oncology Building	\$ 26,585,161	65%
UT HSC SA	402-908	UT Medicine Hill Country	\$ 7,910,263	49%
UTPB	501-555	Residence and Dining Hall	\$ 32,326,598	94%
UTMB	601-253	Jennie Sealy Replacement Hospital	\$ 442,779	0%
UTMB	601-253B	Jennie Sealy Stage II Backfill	\$ 12,603,921	15%
UTMB	601-505	IKE Healthcare	\$ 49,494,136	48%
UTMB	601-505-34048	Research Bldg 6 Switchgear Elevation	\$ 6,727,000	29%
UTMB	601-506	IKE Infrastructure	\$ 93,425,724	85%
UTMB	601-506-31106	District Heating and Cooling	\$ 64,269,914	49%
UTMB	601-506-34045-01	West Plant Hardening Phase 1	\$ 10,974,108	75%
UTMB	601-506-34045-02	West Plant Hardening Phase 2	\$ 17,706,310	44%
UTMB	601-818	Building 17 Expansion	\$ 33,487,638	24%
UTMDACC	703-004B	MDACC G7 ICU Renovations	\$ 7,686,936	40%
UTMDACC	703-055	CRB Animal Renovation Project	\$ 7,763,337	70%
UTMDACC	703-061	BSRB Energy Recovery System Upgrade	\$ 4,230,000	90%
UTMDACC	703-062	The LeMaistre MRI Suite Renovation	\$ 6,108,044	80%
UTMDACC	703-758	MDACC Rotary House Upgrades	\$ 16,858,765	97%
UTMDACC	703-843	Alkek Inpatient Floors 20-22 Finish Out	\$ 38,200,000	65%
UTMDACC	703-955	MDA League City	\$ 55,445,900	0%
UTMDACC	703-956	MDA West Houston	\$ 70,186,000	0%
UT RGV	903-B825	Academic Building	\$ 38,132,500	21%
UT RGV	903-PA847	Science Building	\$ 53,108,228	12%

## ADDENDUM 1

DATE: March 15, 2017  
PROJECT: Rolling Owner Controlled Insurance Program Brokerage and Administration Services  
RFP NO: RFP720-1706  
OWNER: The University of Texas System Administration  
TO: Prospective Bidders

This Addendum forms part of Contract Documents and modifies Bid Documents dated January 6th, 2017 with amendments and additions noted below.

### Questions and Answers:

- 1. Question:** Can we receive clarification on which services require completion of the Cyber-related forms and questions in Appendices Five, Six and Eight? For instance, would our email communications with UTS fall into this category? Webinar website? ROCIP administrative software/website? Safety observation software/website? Claims information websites?

**Answer:** *Appendices Five, Six and Eight refer to electronic and information resources that are being provided by Contractor as part of this Agreement, including hardware, software, cloud-based solutions or related solutions / services.*

- 2. Question:** Current attachment includes the HUB plan for Other Services / Vendor / Commodities which is targeted at 26%. Insurance brokerage is often categorized as Professional Services, would this be subject to 23.7% and a separate HUB appendix?

**Answer:** *The license is what makes the difference between Other Services and Professional Services. Please make sure to download and complete the updated HSP document (Package Three on ESD website).*

#### RFP 720-1706 Rolling Owner Controlled Insurance Program Brokerage and Administration Services

Open Date: 02/03/17 02:30 PM

Agency Requisition Number: 720-1706

NOTE: You will need to download all of the following files for 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: 959742 (in bytes) Type: Specification Format: (ASCII Plain Text)

-**Package 2** size: 98664 (in bytes) Type: Additional Specification(s) Format: (ASCII Plain Text)

-**Package 3** size: 594508 (in bytes) Type: Additional Specification(s) Format: Acrobat PDF Files

-**Package 4** size: 23803 (in bytes) Type: Additional Specification(s) Format: Excel for Windows 97



**3. Question: Does ROCIP VI have a Limitation of Liability for the Administrator in place? If so, what amount?**

**Answer:** *University does not believe that a response to this question is needed to allow for an adequate response to the RFP. Proposers should prepare their response using the information provided in the RFP.*

**4. Question: What is HUB participation % in ROCIP VI?**

**Answer:** *University does not believe that a response to this question is needed to allow for an adequate response to the RFP. Proposers should prepare their response using the information provided in the RFP.*

**5. Question: Is T&E reimbursable for the Administrator or any subconsultants? The Exhibit C of the contract appears yes but the Pricing and Delivery Schedule for the response states that they are the responsibility of the Administrator.**

**Answer:** *Itemized direct expenses incurred by the Administrator are the responsibility of the Administrator. Exhibit C of the Agreement does not allow for expenses to be reimbursed to the Administrator.*

**6. Question: On the Agreement between Administrator and University: Section 12 “Miscellaneous” mentions Exhibit E. May we assume this is the HUB Subcontracting Plan from Appendix D? Same reference is also made in section 12.25.**

**Answer:** *HUB Subcontracting Plan submitted by awarded vendor will be a part of Exhibit D – HUB Subcontracting Plan.*

**7. Question: On Proposer’s General Questionnaire Section 3.2, are the following corrections needed?**

**3.2.1: Proposer shall disregard this question and shall answer the corresponding questions number 10 in Section 5.4. Aon believes number 10 should be replaced with number 8 & 9.**

**3.2.3: Proposer shall disregard question 3.2.3.1-3.2.3.5 and shall answer the corresponding question number 16 in Section 5.4. Aon believes number 16 should be replaced with number 15.**

**3.2.4: Proposer shall disregard this question and shall answer the corresponding question number 17 in Section 5.4. Aon believes number 17 should be replaced with number 16.**

**3.3.2: Proposer shall disregard this question and shall answer the corresponding question number 18 in Section 5.4. Aon believes number 18 should be replaced with number 17.**

**3.4: Proposer shall disregard this question and shall answer the corresponding question number 8 in Section 5.4. Aon believes number 8 should be replaced with number 7.**

**3.5: Proposer shall disregard this question and shall answer the corresponding question number 19 in Section 5.4. Aon believes number 19 should be replaced with number 18.**

**3.6.1: Proposer shall disregard this question and shall answer the corresponding question number 14 in Section 5.4. Aon believes number 14 should be replaced with number 13.**

**Answer:** *The following corrections are needed.*

**8. Question: Is ROCIP VI still accepting new projects? Two projects are scheduled to begin in March and One in April at MD Anderson prior to ROCIP VII likely being bound.**

**Answer:** *Projects will continue to be enrolled in ROCIP VI until ROCIP VII is incepted.*

**9. Question: Please provide an updated list of ROCIP VII anticipated projects. The projected list provided has many projects starting before the inception of ROCIP VII.**

**Answer:** *Projects will continue to be enrolled in ROCIP VI until ROCIP VII is incepted. The potential ROCIP Phase VII Project List in Appendix 10 lists projects approved by the UT System Board of Regents and planned to begin in 2017 and projects pending approval by the Board. All information is estimated and subject to change. Given that ROCIP Phase VII will span several years, it is likely that the project list will increase significantly as additional projects are planned and approved.*

**10. Question: Are subconsultants required to be present for oral presentations?**

**Answer:** *Proposers that are selected to participate in oral presentations, at University's discretion, should include representatives who would be performing direct services for University's account.*

**11. Question: Can monthly meetings be attended via conference call if personnel is not domiciled in Austin?**

**Answer:** *Key Administrator personnel should travel to Austin for the monthly meetings. Other personnel may attend via conference call.*

**12. Question: Preparation and Submittal Instructions – 1.9.6 Submission. Section 2.6 is not present on this RFP. Shall this be replaced with Section 2.5 pertaining to HUB specifics?**

**Answer:** *Section 2.5 should be used to obtain HUB-related information.*

**13. Question: Can database provider be contracted directly with the University and not included in total Contract Cost for Administrator?**

**Answer:** *Database provider must be contracted through Administrator, and cost should be included in total contract cost for Administrator.*

**14. Question:** For claims scope, how many clinics would be needed for each project? Is there a current level of audit including characteristics that the University is accustomed to?

**Answer:** *Information provided in the RFP intends for the Administrator to ensure access to qualified clinics in a quantity adequate to service each project. Due to the nature of construction projects, it should be anticipated adequate service to mean 24/7/365.*

**15. Question:** Would the University be open to frequency of visits being structured around CV of project to ensure Safety resources are balanced with project size?

**Answer:** *Proposers should prepare their response using the information provided in the RFP.*

**16. Question:** Is Appendix 7 required as part of RFP response? A signed Agreement by only the Administrator of the "red-line" version can be included in the response which would then require an accompanied Appendix 7.

**Answer:** *The Certificate of Interested Parties is not required as part of the RFP response. Appendix 7 will be submitted only by selected Proposer, prior to entering into an Agreement with University.*

**17. Question:** Please provide examples of EIR Accessibility features required by past Administrators in the course of delivering the scope of services.

**Answer:** *University does not believe that a response to this question is needed to allow for an adequate response to the RFP. Proposers should prepare their response using the information provided in the RFP.*

**18. Question:** Are all data requests in Scope of Services F 1 and F2 needed to be tracked by a single RMIS? Can this be coupled with monthly reporting features tracked by the Administrator outside of the RMIS but furnished to the University at any time?

**Answer:** *If data is not tracked in a single RMIS, Proposer must propose a means of combining the data for safety and claim analytics.*

**19. Question:** Can the requirement for 1 full time safety professional be achieved through multiple persons summing to a full man year of committed resource?

**Answer:** *University does not believe that a response to this question is needed to allow for an adequate response to the RFP. Proposers should prepare their response using the information provided in the RFP.*

**20. Question: Can contract cost be articulated in the form of rate rather than dollar amount to accommodate future volume?**

**Answer:** *Please refer to Section 6.1. University will accept proposals that follow instructions in this Section. This Section should not be modified.*

**END OF ADDENDUM 1**