

# REQUEST FOR PROPOSAL

The University of Texas Health Science Center at Houston

**for**

**Selection of a Vendor to Provide  
*A Telehealth Platform and Support Services***

*RFP No.:* 744-R1901 – Telehealth

<https://www.uth.edu/buy/bid-list.htm>

Bid Submittal Deadline: 11/13/18 at 2:00 PM CST



Prepared By:

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10/11/18

REQUEST FOR PROPOSAL

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## SECTION 1

### INTRODUCTION

#### 1.1 Description of University

Founded in 1972, The University of Texas Health Science Center at Houston (UTHealth) is one of the fifteen component Universities of The University of Texas System. UTHealth is the most comprehensive academic health center in Texas, and is comprised of the following buildings & schools:

- Medical School (MSB) - 6431 Fannin Street
- Medical School Expansion (MSE) – 6431 Fannin Street
- Cyclotron Building (CYC) – 6431 Fannin Street
- School of Dentistry (SOD) – 7500 Cambridge Street
- School of Public Health (SPH) - 1200 Pressler Street
- School of Nursing (SON) – 6901 Bertner Avenue
- School of Biomedical Informatics (SBMI) - 7000 Fannin Street
- Graduate School of Biomedical Sciences (GSBS)– 6767 Bertner Avenue
- Biomedical & Behavioral Sciences Building (BBS) – 1941 East Road
- Institute of Molecular Medicine (IMM) – 1825 Pressler Street
- Harris County Psychiatric Center (HCPC) - 2800 South MacGregor Drive
- Operations Center Building (OCB) -1851 Cross Point Avenue
- University Center Tower (UCT) - 7000 Fannin Street
- Professional Building (UTPB) - 6410 Fannin Street
- Jesse H. Jones Library Building (JL) – 1133 John Freeman Blvd.

UTHealth combines biomedical sciences, behavioral sciences, and the humanities to provide interdisciplinary activities essential to the definition of modern academic health science education. UTHealth is committed to providing health professional education and training for students, and is dedicated to providing excellence in research and patient care, which is offered through its clinics, Memorial Hermann Hospital System (its primary teaching hospital), and other affiliated institutions. UTHealth is a major part of the concentration of medical schools, hospitals and research facilities generally referred to as the Texas Medical Center.

The University of Texas Health Science Center at Houston System has nearly 6,500 employees and approximately 4,500 students. As a component of the University of Texas System, UTHealth is subject to the “Rules and Regulations of the Board of Regents of the University of Texas System for the government of The University of Texas System.”

#### **UT Physicians**

UT Physicians (UTP) was created in 1995 as a non-profit health corporation, incorporated in the State of Texas. It was incorporated pursuant to action taken by the University of Texas Board of Regents to provide The University of Texas Health Science Center at Houston’s (UTHealth) Medical School (Medical School) with a vehicle to provide management services to the Medical School’s faculty group practice. Since its organization, UTP has assumed responsibility for managing the majority of the clinical operations of the Medical School practice plan. Presently, there are 1232 employees at 103 sites throughout the Houston metropolitan area, including the Texas Medical Center.

An “**Institutional Affiliate**” means our affiliated Clinical practice, UT Physicians group, as designated by University, in connection with any Agreement.

#### 1.2 Background and Special Circumstances

UTHealth is made up of six different schools and the Harris County Psychiatric Center. Along with UT Physicians, the following schools are collectively seeking an enterprise wide telehealth technology solution: McGovern Medical School, Cizik School of Nursing, School of Dentistry, and School of Public Health. Though many types of virtual care exist, UTHealth wants to focus on **synchronous visits** with patients, and **consultations** either between hospitals or between physician offices. We are looking to expand the opportunity for provider and patient/family to

meet face-to-face in an efficient manner. The desire to expand our opportunity to leverage technology in order to optimize the interaction between provider and family is being driven by a number of general forces. These include:

- UTHHealth/UT Physicians is serving an ever-growing geographic region throughout the state, and even branches outside the nation's borders. At times, an in-person visit is simply not a realistic option.
- In order to optimize the patient experience and in order to be "customer driven", we must shift our mentality from making the patient come to the provider to helping the provider meet the patient where they are.
- Physician time spent driving is an enormous waste of resources.
- Familiarity and comfort with electronic communications (even in critical situations) is rapidly increasing in our community—more than 90% of our patients have the technical capability to connect.
- Technology has been leveraged to change nearly every field. There has been a lag in medicine but this change is indeed coming. We are prepared to embrace this and make it a part of our culture.
- UTHHealth/UT Physicians must marshal rare and expensive subspecialty resources where they are needed. This is, at times, best accomplished through a remote visit.
- Patients are beginning to expect the ability to connect remotely. More than 90% of patients engage in some form of virtual health, and 25% engage in traditional video telemedicine.

### **McGovern Medical School (MMS)**

The McGovern Medical School telemedicine initiative is being driven by the Departments of Neurology, Neurosurgery, Orthopedic Surgery, Pediatrics, Pediatric Surgery, and Psychiatry. These departments are looking to advance their capabilities for synchronous/consultative services for their patients – both new and established. With these established telemedicine programs, we desire a solution to carry these initiatives forward in an outpatient setting, as well as expand telemedicine to all clinical departments.

### **UT Physicians (UTP)**

As the clinical practice plan for the McGovern Medical School UTP comprises over 1500 physicians in 80+ specialties with a visit volume of greater than 2 million encounters yearly. UT Physicians seeks to increase its ability to deliver care in the most appropriate setting, and direct the right resources as quickly as possible to where they are needed.

### **School of Dentistry**

The School of Dentistry (SOD) offers ten accredited programs: DDS, dental hygiene, two general residency programs and six specialty programs, including endodontics, oral and maxillofacial surgery, orthodontics, pediatric dentistry, periodontics, and prosthodontics. The goal of the SOD is to be able to provide teledentistry consultations, assessments, education, and referrals in all of our programs. These services include evaluation and referrals for pathology, dental caries, oral health, periodontics, and emergency care. The SOD aspires to provide inter- and intra-professional collaboration through telecommunication. The students and faculty at the SOD travel to off-site locations to provide care around the city of Houston at schools, nursing homes, and community-based clinics. The School of Dentistry also has two mobile dental buses; one travels to schools in the Houston area and the other travels 157 miles to Jasper, Texas. The School of Dentistry is aspiring to facilitate dental care through telecommunication because of the following reasons:

- There is a growing need for dental care in rural areas of Texas that we are unfortunately not equipped to provide immediate in-person services.
- There are a significant amount of patients in Texas seeking emergency dental care in emergency rooms instead of with dental providers. Providing teledentistry technology in emergency rooms to connect patients with dental providers would reduce costs and resources.
- Facilitating consultations with patients and dental providers would lead to increased access to care and earlier treatment. This would ideally lead to fewer patients needing emergency dental care treatment.
- Our dental and dental hygiene students rotate through nursing homes and provide patient education. Incorporating teledentistry technology into our rotations would allow the students to connect the nursing home residents with dental needs to a specialist or dentist at the School of Dentistry.
- Our dental and dental hygiene students rotate through several low-income dental clinics in the Houston area, many with minimal resources. Incorporating teledentistry technology access to our students would enable students to consult with pathologists, endodontists, and oral surgeons at the School of Dentistry.

- We are encountering many patients at the School of Dentistry who require medical consults prior to being treated for their oral needs. Often patients are given medical consult referrals, but then the patient does not return or does not seek a medical consult. Incorporating telemedicine collaboration between the School of Dentistry and UT Physicians would facilitate medical care for patients and result in increased compliance.

### **Cizik School of Nursing**

Graduate level programs that prepare nurse practitioners (NPs) are planning to expand practice that allows NP faculty to provide much needed synchronous remote visit services for rural area populations with stable chronic conditions. Such services will include facilitation of consultative virtual visits recommended for adequate maintenance of chronic conditions.

UT Cizik School of Nursing has a psychiatric nurse practitioner track. As we prepare these students for the future, the telemedicine model will be an important learning objective as electronic access to healthcare is an important part of quality and access to care for patients. Telemedicine is an increasingly common tool used to deliver behavioral health care in law enforcement and other public health settings. Our psychiatric nurse practitioner students need clinical opportunities to develop skills with virtual patient contacts.

UT Health Services (UTHS) is the practice plan for the Cizik School of Nursing. The provision of behavioral health in a telemedicine model would expand the capacity of our health practice to meet the needs of patients who are home bound or who live in remote areas within Texas. The synchronous visit will allow the intensive face-to-face visit in which the provider is able to be attentive to cues and clarify the patient's meaning. This type of one-on-one interaction can also unmask co-morbid conditions, such as substance abuse. The addition of telemedicine services will allow UTHS to develop opportunities in delivering behavioral health services to new patient populations, which were previously underserved, and to mentor psychiatric nurse practitioner students.

### **School of Public Health (SPH)**

The Brownsville Campus of the SPH has been engaged with numerous clinics and hospitals in the Rio Grande Valley (RVG) over the past six to seven years through 1115 waiver programs of the Centers for Medicare and Medicaid Services (CMS). Most of these clinics serve the poorest people in our region and include two large Federally Qualified Health Clinics where we have supported implementation of Patient Centered Medical Home practices including final certification. Currently we are working with four clinics across the RGV on Delivery System Reform Incentive Programs. As part of this program, we want to bring in more availability of primary care using telemedicine technology. We have developed a plan with the Department of Medicine to set up the first such program in two of our partner clinics, Su Clinica Familiar (SCF) that has four locations in the RGV, and Projecto Juan Diego that has a clinic in one of the poorest communities of Brownsville. We want to establish that we can do primary care through telemedicine with these two clinics to start. We then want to engage a few selected specialty care areas such as psychiatry that is a great need in our area. All of this will be done with standard synchronous methods working with personnel of these clinics.

We currently also have a program with SCF for remote monitoring of patients at high risk for uncontrolled diabetes and hypertension. That information comes across secured lines provided by ATT to an interchange provided by PricewaterhouseCoopers (PwC) to the Electronic Health Record (EHR) of the patient and is monitored by the clinic personnel and acted on when needed. These data are also available to the provider in real time depending on the flags that are placed to alert the provider. We wish to eventually integrate this program and the interchange of PwC with telemedicine in a more seamless process. The clinicians at these clinics are highly interested in developing capacity locally for being able to contact their patients in their community, particularly those patients who have difficulty in getting to the clinic. We have a network of community health workers (CHWs) who can eventually be trained to facilitate these contacts with the providers in the clinics and we anticipate eventually providing training to these CHWs as well as providers at the clinics. UTHealth wants to play a vital and exciting role in this process.

SPH is also engaged in a community screening program with a number of local and national institutions where we are screening patients for hypertension and diabetes in places where they are rather than at a clinic. This includes churches, schools, libraries, Walmart stores and other places. We believe that we can use this model with some experimentation and effort to begin to engage people where they are rather than just in a clinic. To that end, we are working with a church, a library, and Walmart to be able to potentially use space for some basic telemedicine services in a very different but potentially effective manner. This is a future project that we wish to have the capacity to address and will require mobile technology that can engage people through smart phones and tablets.

That is a summary of what we plan to do in the future. All of the elements listed above by the MMS are the same ones we encounter in the RGV but only worse with more poverty and far fewer health resources. Brownsville and the RGV are the poorest part of Texas (indeed of the US) and the health disparities are large (and costly). It is our intention to try to improve access to health services from outside the RGV through telemedicine and to develop partnerships that can assist the providers, including the new medical school here, to develop telemedicine in the entire region.

### 1.3 Objective of Request for Proposal

The University of Texas Health Science Center at Houston (**University, UTHealth**) is soliciting proposals from qualified vendors in response to this Request for Proposal 744-R1901 Telehealth (**RFP**) for selection of a Contractor/s to provide a telehealth platform and services more specifically described in **Section 5.2** (Scope of Work). This will include the technology and the full support for implementing in a myriad of use cases including clinics, synchronous interactions, and urgent/elective consultations.

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 the 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.

### 1.4 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by [§61.003, Education Code](#)) to use the group purchasing procurement method (ref. §§[51.9335](#), [73.115](#), and [74.008](#), *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System (**UT System**), which is comprised of fourteen 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 RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

## SECTION 2

### NOTICE TO PROPOSER

#### 2.1 Submittal Deadline

University will accept proposals until **2:00 PM** Central Time, on **Tuesday, November 13, 2018 (Submittal Deadline)**.

#### 2.2 RFP Contact Information and Questions

Interested parties may direct questions about this RFP to:

The University of Texas Health Science Center at Houston  
Procurement Services  
6410 Fannin, Suite UTPB-833  
Houston, Texas 77030  
Cleo Gonzales  
[Cleo.B.Gonzales@uth.tmc.edu](mailto:Cleo.B.Gonzales@uth.tmc.edu)  
713-486-6145

*University instructs interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) in accordance with this Section on or before **5:00 PM CST on October 19, 2018 (Question Deadline)**, or (ii) if questions relate to Historically Underutilized Businesses, in accordance with **Section 2.5**.*

University will provide responses as soon as practicable following the Question Deadline. University intends to respond to all timely submitted questions. However, University reserves the right to decline to respond to any question.

#### 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. **Contractor** means the successful Proposer under this RFP.

The evaluation of proposals and the selection of Contractor 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 Contractor, will be these factors:

15% Company Information – Includes the Proposer's experience and history providing the requested scope of work for complex academic organizations similar to UTHealth. Other factors to be evaluated include company size, stability, financial strength, and research and development.

30% Technical Capabilities and Services – Includes Proposer's ability to meet technical and functional requirements per **Section 5**. Other factors to be evaluated include Business Associate Agreement (BAA) requirements, hardware and software capabilities/options, speed of technology (startup and while in conference), reliability, server status, backup plans, and technical support.

25% Implementation and Maintenance – Includes Proposer's implementation methodology and team for a phased implementation. Other factors to be evaluated include Proposer's future roadmap of technological and logistical improvements and ability to adapt to future needs and technological changes.

30% Cost – Includes the total cost to UTHealth for the scope of work outlined in this RFP.

## 2.4 Key Events Schedule

Date RFP issued	10/11/18	
Pre-proposal conference*	10/16/18	11:30 AM – 12:30 PM CST
Deadline for submitting questions	10/19/18	5:00 PM CST
Proposals due	11/13/18	2:00 PM CST

\*Interested parties must contact University personnel below for Pre-Proposal Conference call-in Information:

Cleo Gonzales                      [Cleo.B.Gonzales@uth.tmc.edu](mailto:Cleo.B.Gonzales@uth.tmc.edu)                      713-486-6145

<https://www.uth.edu/buy/bid-list.htm>

## 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 (**HUBs**) 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 Work, 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 Work will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of Work by the Proposer is subject to review by University to ensure compliance with the HUB program.
- 2.5.2 University has reviewed this RFP in accordance with [34 TAC §20.285](#), and has determined that subcontracting opportunities are probable under this RFP.
- 2.5.3 A HUB Subcontracting Plan (**HSP**) is a required part of the proposal. The HSP will be developed and administered in accordance with University's Policy on Utilization of Historically Underutilized Businesses, attached as **APPENDIX THREE**.

*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 submit the HSP will be considered non-responsive to this RFP as required by §2161.252, Government Code.*

*Questions regarding the HSP may be directed to:*

Contact:                      Shaun McGowan  
   HUB & Small Business Program Manager  
Phone:                              (713) 500-4862  
Email:                                [Shaun.A.McGowan@uth.tmc.edu](mailto:Shaun.A.McGowan@uth.tmc.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 *At the same time Proposer submits its proposal (no later than the Submittal Deadline (ref. **Section 2.1**)), Proposer must submit the following HUB materials (**HUB Materials**):*

**Two (2) complete original paper copies of Proposer’s HSP.**

Proposer’s HUB Materials must be submitted (as instructed in **Section 3.2**) under separate cover and in a separate envelope (**HSP Envelope**) with the top outside surface clearly indicating:

2.5.4.1 RFP No. and the Submittal Deadline (ref. **Section 2.1**) in the lower left hand corner,

2.5.4.2 Name and the return address of Proposer, and

2.5.4.3 Phrase “HUB Subcontracting Plan.”

Any proposal submitted in response to this RFP that is not accompanied by a separate HSP Envelope meeting the above requirements 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 the HSP will result in University’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

**NOTE:** The requirement that Proposer provide 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 specified in **Section 3.1**.

2.5.5 University may offer Proposer an opportunity to seek informal review of its draft HSP by University’s HUB Office before the Submittal Deadline. If University extends this offer, details will be provided at the Pre-Proposal Conference (ref. **Section 2.6**) or by other means. Informal review is designed to help address questions Proposer may have about how to complete its HSP properly. Concurrence or comment on Proposer’s draft HSP by University will *not* constitute formal approval of the HSP, and will *not* eliminate the need for Proposer to submit its final HSP to University as instructed by **Section 2.5.**]

**2.6 Pre-Proposal Conference**

University will hold a pre-proposal conference at **11:30 AM – 12:30 PM CST on Tuesday, October 16, 2018**. The pre-proposal conference will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP.

**\*Interested parties must contact University personnel below for Pre-Proposal Conference call-in Information:**

Cleo Gonzales

[Cleo.B.Gonzales@uth.tmc.edu](mailto:Cleo.B.Gonzales@uth.tmc.edu)

713-486-6145

## SECTION 3

### SUBMISSION OF PROPOSAL

#### 3.1 Number of Copies

Proposer must submit (a) five (5) complete paper copies of its *entire* proposal, and (b) *one (1) complete electronic copy of its entire proposal in a single .pdf file on a flash drive*. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

#### 3.2 Submission

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

The University of Texas Health Science Center at Houston  
Procurement Services  
6410 Fannin, Suite UTPB-833  
Houston, TX 77030  
Attn: Cleo Gonzales

#### 3.3 Proposal Validity Period

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

#### 3.4 Terms and Conditions

3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2**), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5**). 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**);
- 3.4.1.2 Agreement (ref. **APPENDIX TWO**);
- 3.4.1.3 Proposal Requirements (ref. **APPENDIX ONE**);
- 3.4.1.4 Notice to Proposers (ref. **Section 2**).

### 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**)
- 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**)
- 3.5.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** and **APPENDIX THREE**).

## SECTION 4

### **GENERAL TERMS AND CONDITIONS**

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a list of the exceptions as part of its proposal in accordance with **Section 5.3.1**. 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.

Note: The selected Proposer will be required to complete the Electronic and Information Resources Environment Specifications and Security Characteristics and Functionality of Contractor's Information Resources documents, which will be incorporated into this Agreement.

## SECTION 5

### SPECIFICATIONS AND ADDITIONAL QUESTIONS

#### 5.1 General

UTHealth is one of the academic health institutions of the UT System and is made up of six different schools: Cizik School of Nursing, Graduate School of Biomedical Sciences, McGovern Medical School, School of Biomedical Informatics, School of Dentistry, and School of Public Health and the Harris County Psychiatric Center. The UT Physicians group is the private non-profit clinical practice affiliated with the McGovern Medical School at UTHealth. The McGovern Medical School encompasses 2,092 physicians and scientists and trains nearly 2,000 new physicians, residents, and fellows annually. We are in the top 25% of medical schools in the country and continually seek innovative approaches to managing the most challenging and routine clinical situations.

#### 5.2 Scope of Work

UTHealth has established the following requirements for a telehealth platform to be used for synchronous/consultation visits between a patient and a provider. Our system is a partnership between an academic health institution (UTHealth) and a large health care provider (Memorial Hermann Hospital).

##### Technical Requirements

- The system will allow HIPAA Business Associate Agreement (BAA) compliant video communications between a provider and a patient who may be located anywhere (with appropriate technologic access) including clinic, hospital, office, school, or home. Solution must meet Centers for Medicare and Medicaid Services (CMS) and American Telemedicine Association (ATA) standards for video quality and bandwidth.
- The system will function on computers, tablets, and hand-held devices (phones) with Windows, Apple (MacOs and iOs) and Google (Chrome and Android) operating systems.
- The system must be able to provide adequate (480p) video over cellular connections.
- The system must have at least rudimentary pan, zoom and focus capability with a smart phone, tablet, or webcam.
- The system must allow for screen capture and screen sharing if needed.
- The system must have a strong track record for high-reliability (high percentage uptime) and high-quality connectivity (minimum of 480p).
- The system must have both software and hardware components allowing for instrumented visits if needed.
- The system must be compatible with intraoral cameras and other instruments if needed.
- The system must interface with UTHealth/UTP's current electronic health record system (EHR; currently Allscripts) and revenue cycle management (RCM; currently GE Centricity Business) products.

##### Functional Requirements

- The system must allow for both patient-initiated encounters, as well as, clinic and/or hospital-initiated encounters.
- The system must be robust enough to allow multiple patients to join a virtual "waiting room" branded with appropriate identifiers and be subsequently placed with a myriad of providers.
- The system must allow for group visits or counseling if desired.
- The system must allow for recording of visits if needed.
- The system must have a robust intake process including demographic information, medical history, consent, and payment collection/insurance information to optimize the initial steps of a connection.
- The company/vendor must be able to handle a large variety of use-cases, including adult and pediatric, across a variety of specialties, with unlimited license capability.
- Provide consulting services for building virtual practice into the framework of UTHealth/UTP's current conventional practice.
- System must possess the ability to expand at a later point into asynchronous, remote monitoring and other virtual health use cases.
- Provide HIPAA compliant virtual visits to monitor stable chronic conditions for patients located in rural areas with limited access to healthcare.

- Provide HIPAA compliant virtual visits to recommend actions needed to aid in cases of deterioration of a stable condition for patients located in rural areas with limited access to healthcare.
- Facilitate connection with specialists via virtual network for a consultation recommended for chronic condition management for patients located in rural areas with limited access to healthcare.
- Connect to primary care provider at hospital discharge for smooth transition of care experience for all patients.

### 5.3 Proposer's Response to this RFP

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

- 5.3.1 If Proposer takes exception to any terms or conditions set forth in **APPENDIX TWO**, Proposer must submit a list of the exceptions.
- 5.3.2 In its proposal, Proposer must indicate whether it will consent to include in the Agreement the "Access by Individuals with Disabilities" language that is set forth in **APPENDIX FIVE, Access by Individuals with Disabilities**. If Proposer objects to the inclusion of the "Access by Individuals with Disabilities" language in the Agreement, Proposer must, as part of its proposal, specifically identify and describe in detail all of the reasons for Proposer's objection. NOTE: A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION.

### 5.4 Questions Specific to this RFP

#### 5.4.1 Minimum Qualification Questions

**Proposers must provide responses to all of these Minimum Qualification Questions below which University will utilize to qualify or disqualify the proposals to be considered for this RFP. Proposals that do not provide responses to all of these Minimum Qualification Questions will be disqualified.**

**5.4.1.1** The vendor must work with more than five large institutions with more than 200 physicians currently using this technology **and** these institutions must have facilitated more than 10,000 patient/physician interactions annually. Provide the client list and include the number of physicians and patient/physician interactions for each.

**5.4.1.2** Provide a list of all of the EHR/RCM software your system has successfully integrated with.

#### 5.4.2 Additional Questions Specific to this RFP

**The following questions will be used to score Proposer's response to this RFP if the proposal meets the above minimum qualifications.**

##### **Company Information**

**5.4.2.1** Describe your ownership structure. Are you a publicly traded or private company? If public, provide ticker symbol.

**5.4.2.2** Provide a financial overview of the company. Are you profitable? Also, include most recent audited financial statements and evidence of insurance.

**5.4.2.3** How many clients do you currently provide fully implemented telehealth services? What is the size of your largest client (define size – is it # of licenses or is it based on the size of the client?) Who are the top five clients in your company's portfolio?

**5.4.2.4** Provide three references for clients that are academic organizations similar in size and complexity to UTHHealth.

## **Technical Capabilities and Services**

- 5.4.2.5** Provide an overview of your telehealth solution's capabilities and features.
- 5.4.2.6** Describe the provider's video visit experience. What are the technical requirements and do providers require special equipment or connectivity?
- 5.4.2.7** Describe both online and offline capabilities.
- 5.4.2.8** Describe the user's audio and video capabilities when using the software during a video conference call. Include any hardware requirements if applicable.
- 5.4.2.9** Describe the system capabilities regarding camera use. Include the use of multiple devices and the process to switch between camera sources.
- 5.4.2.10** The software should be intuitive and user friendly for non-technical users. Describe the contextual aids and other user resources offered to users throughout the application.
- 5.4.2.11** What is your video uptime? In the event the video call is dropped, how does the patient reconnect to the provider?
- 5.4.2.12** Describe your system architecture and the general application framework. Is your platform hosted in the cloud or on premise? If on premise, include documentation on your data center(s) and how you ensure redundancy in your platform.
- 5.4.2.13** Describe your business continuity and disaster recovery capability and backup procedures.
- 5.4.2.14** Do you provide a dedicated environment (instance) for each client? Describe.
- 5.4.2.15** List all operating systems that are supported by software. Include mobile operating systems.
- 5.4.2.16** Which platforms do you provide native patient mobile apps for (OS, Android, iPad, Android Tablet)? Can the patient connect without an app?
- 5.4.2.17** Which platforms do you provide native provider mobile apps for (OS, Android, iPad, Android Tablet)? Can the provider connect without an app?
- 5.4.2.18** Describe capability of administrator to distribute to new users URL of central server. Include users' ability to proceed and necessary installations.
- 5.4.2.19** Describe the configurability of your platform. What configurable elements exist to support unique workflows?
- 5.4.2.20** Describe your company's Electronic Medical Record (EMR) integration capabilities and standards. Describe your EMR integration process and list previous EMR integrations.
- 5.4.2.21** How do you handle member eligibility?
- 5.4.2.22** Describe how you collect patient copayments. Do you accept debit/credit cards?
- 5.4.2.23** List all content that can be shared during a video conference call and any limitations.
- 5.4.2.24** How do primary care physicians access patient documents after telehealth sessions (for referrals)?
- 5.4.2.25** Do you provide an administrative portal for staff and assistants to schedule appointments and manage queues and upload physician information (e.g., nurses, care managers)? Describe.
- 5.4.2.26** Does the administration portal provide reporting, the ability to upload promotional items in the waiting room, and manage branding? Describe.
- 5.4.2.27** Does the platform have the ability to add multiple participants to the virtual video visit? Describe.

**5.4.2.28** Describe the solution's ability to require PIN/password or lock meeting rooms.

**5.4.2.29** Do you provide multi-party video for unregistered users?

**5.4.2.18** Software must allow desktop user to enable a moderator (or room owner). Describe the capabilities/meeting controls given to the moderator.

**5.4.2.31** List all methods you use to support clients in engaging patients. Include support for go-to-market strategies.

**5.4.2.32** Do you provide operational support? If so, list the types of services provided and if these services are insourced or outsourced.

**5.4.2.33** Do you provide marketing support?

- What type of marketing assets do you provide as part of your standard package?
- Can marketing materials be white labeled? Describe.
- Can the client cobrand or customize communications and implement targeted marketing campaigns?

**5.4.2.34** Do you provide an online marketing hub/toolkit?

- What type of assets are provided?
- Can the materials be downloaded?
- Can the materials be private labeled?

**5.4.2.35** Can the platform be private labeled? Describe.

**5.4.2.36** Is customer service for patients/technical support part of the offering? If yes, do you have any non-English speaking staff (physicians and call center)? If yes, list other languages.

**5.4.2.37** What happens if a patient has poor connectivity or loses internet connection during a visit or while waiting for the provider?

**5.4.2.38** Do you have a virtual waiting room? Can it be configured to include promotional content (e.g., clinical trials, etc.)? Describe.

**5.4.2.39** Does the solution provide e-prescribing functionality? Describe.

### **Implementation and Maintenance**

**5.4.2.40** Do you have a tool or process to help client's in developing a strategy and roadmap to implement an enterprise consumer telehealth program? Describe.

**5.4.2.41** Describe your implementation process. Provide a typical timeline.

**5.4.2.42** Describe how your implementation and account management teams handle the transition from implementation to ongoing account management.

**5.4.2.43** Describe the role and responsibilities of your team responsible for implementation, including the account executive and other implementation team members.

**5.4.2.44** Describe the role and responsibilities of other implementation team members.

**5.4.2.45** Describe client resources required for implementing your telehealth solution. How much time will be required of the client team members during implementation?

**5.4.2.46** What type of training is provided with the software platform? Is additional training available (and at what cost, if any?)

**5.4.2.47** How do you support clients in administering the platform after go-live (e.g., day-to-day support for end-users, report generation, adjusting configurations, first-tier troubleshooting, etc.)?



**5.4.2.48** How do you handle patches, upgrades, and maintenance to the platform?

**5.4.2.49** Do you integrate with single-sign-on (SSO)?

**5.4.2.50** What features or enhancements are on your roadmap for the next 12 months?

**5.4.2.51** Describe the capability to generate reports (e.g., quality, use, performance). Do you have a reporting portal? What tools do you use to generate reports?

**5.4.2.52** Have there been any third-party studies of the effectiveness of your telehealth solutions? Have there been any third-party studies of the ROI your customers can expect from implementing your solution?

**5.4.2.53** Can you prove that your services are not additive, and that they reduce ER, urgent care, and office visits?

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

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

**To:** University

**RFP No.:** 744-R1901 Telehealth

Ladies and Gentlemen:

Having examined specifications and requirements of this RFP (including attachments), the undersigned proposes to furnish Work upon the pricing terms quoted below:

**6.1 Term of Agreement**

University anticipates that the term of the Agreement may be up to five (5) years with the initial term of the Agreement proposed to begin on February 1, 2019, and proposed to expire on January 31, 2022. University may elect to renew the Agreement for up to two (2) additional one (1) year terms.

**6.2 Pricing for Work and Expenses**

Software license fee	_____
Year 1	_____
Year 2	_____
Year 3	_____
Annual Maintenance fee	_____
Implementation	_____
EHR Integration	_____
Single Sign-on Integration	_____
Training	_____
Travel and Expenses (if any)	_____
Optional Renewal	_____
Year 4	_____
Year 5	_____

Please list and describe any fees not listed above.

University will reimburse, without mark-up, reasonable expenses (including meals, rental car or mileage, coach class airfare, and lodging) validly incurred by Contractor directly and solely in support of Work and *approved by University in advance*. Contractor 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 all travel expenses. Contractor 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, Contractor must submit to University receipts, invoices, and other documentation requested by University.

Reimbursement for expenses and disbursements will not exceed a maximum expense cap (*to be mutually agreed by Contractor and Respondent and provided in the Agreement*), without the prior written approval of University.

### 6.3 Discounts

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

### 6.4 Schedule for Completion of Tasks and Submittal of Deliverables

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### 6.5 Payment Terms

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

University will be entitled to withhold \_\_\_\_\_ percent (\_\_\_\_%) of the total payment due under the Agreement until after University's acceptance of the final work product.

Indicate below the prompt payment discount that Proposer offers:

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

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Respondent agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Respondent agrees to provide Respondent's banking information to University in writing on Respondent letterhead signed by an authorized representative of Respondent. Prior to the first payment, University will confirm Respondent's banking information. Changes to Respondent'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 Respondent.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Tax Code](#), and [Title 34 TAC §3.322](#). Pursuant to [34 TAC §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 services to be performed, the detailed requirements of services to be provided, and the conditions under which 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 §§[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 attached to this RFP as **APPENDIX TWO**, and otherwise acceptable to University in all respects (**Agreement**).

#### 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**). 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. **Section 2.3**), [c] Specifications and Additional Questions (ref. **Section 5**), [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 Work, and University has made no representation, written or oral, that any particular scope of work 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**). 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**), 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 Work; 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 Work 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 Work 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**. RFP No. (ref. **Title Page**) and Submittal Deadline (ref. **Section 2.1**) 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 the HUB Subcontracting Plan (also called the HSP) as required by **Section 2.5**.

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 2.5**. 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 Work 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 Work.
  - 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform Work.
  - 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 Work.
  - 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, UT SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
  - 2.1.11 Pursuant to §§[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.
  - 2.1.13 Pursuant to [Chapter 2270, Texas Government Code](#), Proposer certifies it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of any contract or agreement resulting from this RFP. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
  - 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Proposer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
- 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 [§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 [§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 UT System, 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 UT System 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. [§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 [§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, §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.: \_\_\_\_\_

**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 §§552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER §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 §§552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER §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 [§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 Work**

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

### **3.3 General Requirements**

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

### **3.4 Service Support**

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

### **3.5 Quality Assurance**

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

### **3.6 Miscellaneous**

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

**SECTION 4**  
**ADDENDA CHECKLIST**

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

**To:** University

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

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (*initial blanks for any Addenda issued*).

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

Respectfully submitted,

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

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

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

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

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

**APPENDIX TWO**  
**SAMPLE AGREEMENT (ATTACHED)**

**APPENDIX THREE**  
**HUB SUBCONTRACTING PLAN (ATTACHED)**

**APPENDIX FOUR**  
**CAMPUS MAP - Excluded**



## APPENDIX FIVE

### 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 §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.