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Status: Posted

Contact Name: Erica Haynes

Contact Number: 512-664-9008

Contact Email: ehaynes@utsystem.edu

Solicitation ID: 720-720-2204

Solicitation Title: ROCIP Phase VIII Administrator

Agency/Texas SmartBuy Member Name: University Of Texas System - 720

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 11/22/2021

Response Due Date: 12/16/2021

Response Due Time: 2:30 PM

Solicitation Description:

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. Financial benefits of the program include cost savings due to bulk purchasing and favorable claims experience. Coverage benefits include uniform insurance coverage provided on each project. Other benefits include mature safety and loss control programs, standardized and consistent application of claims management across all enrolled projects, and utilization of a single Administrator for all projects

Class/Item Code: 95352-Insurance And Insurance Services (Not Otherwise Classified)

95356-Liability, General

95392-Worker'S Compensation

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Record Attachments

#	Name	Description
1	ESBD_File_263398_Bonfire Submission Instructions - 720-2204 ROCIP VIII Administrator.docx	See attachment for Bonfire instructions. Below is a link to the project. https://utsystem.bonfirehub.com/projects/54659/details



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REQUEST FOR PROPOSAL

**RFP No. 720-2204
ROCIP PHASE VIII ADMINISTRATOR**

Proposal Submittal Deadline: Monday, November 22, 2021 at 2:30 PM CST

The University of Texas System
Office of Risk Management

Prepared By:
Erica Haynes
The University of Texas System
210 West 7th Street
Austin, Texas 78701-2982
ehaynes@utsystem.edu
November 22, 2021

REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 Description of The University of Texas System

The University of Texas System has served Texas for more than 135 years, improving the lives of Texans—and people all over the world—through education, health care and research at [13 academic and health institutions](#) across the state. With an enrollment of more than 240,000 students, the UT System is one of the nation’s largest public university systems of higher education.

UT institutions are powerful drivers of economic and social mobility in Texas, producing more than 60,000 degrees annually, including more than one-third of the state’s bachelor’s degrees and more than half of the state’s medical degrees. In 2019, almost half of all undergraduate degrees were awarded to students who qualified for a Pell grant based on financial need while enrolled at a UT institution. Sixty percent of undergraduates who received need-based financial aid double their parents’ income within five years of earning a UT degree.

More than three-fourths of undergraduate students secure jobs in Texas within a year after graduation, providing a skilled workforce and fueling the state’s economy. In fact, UT students who entered the Texas workforce between 2002 and 2017 had cumulative earnings through 2018 of \$268 billion. And, according to Georgetown University’s Center on Education and the Workforce, a UT degree’s return on investment is among the best in the nation.

The UT System also is one of the largest employers in the state with 21,000 faculty – including Nobel laureates and members of National Academies – and more than 85,000 health care professionals, researchers and staff.

Creating a healthier Texas is a fundamental mission of UT institutions, which award more than 15,000 health-related degrees annually. The UT System is poised to open its seventh medical school in Tyler within the next several years. UT-owned and affiliated hospitals and clinics – supported by thousands of doctors, physician assistants, nurses and other health care providers – accounted for more than 9.2 million outpatient visits and over 1.8 million hospital days in 2019.

In addition to world-class patient care, UT researchers are on the front lines of advancing treatments and therapies for deadly and debilitating diseases. Life-changing and life-saving research and invention of new technologies regularly place UT institutions among the top 10 world’s most innovative universities, according to Reuters and the National Academy of Inventors. Total research spending across the 14 UT institutions exceeds \$3 billion annually, the most in Texas, and the second most nationally among public higher education systems.

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. Financial benefits of the program include cost savings due to bulk purchasing and favorable claims experience. Coverage benefits include uniform insurance coverage provided on each project. Other benefits include mature safety and loss control programs, standardized and consistent application of claims management across all enrolled projects, and utilization of a single Administrator for all projects.

The University of Texas System first implemented its ROCIP in 1997. Since then, 371 projects totaling over \$13.5 billion in construction values have been enrolled in seven (7) program phases. This Request for Proposal (“RFP”) pertains to The University of Texas System (“**University**”) solicitation of an Insurance Broker and Program Administrator services for the planned implementation of a Phase VIII.

ROCIP Phase VII will remain in effect until August 1, 2025. Proposals should include a pricing option for taking over administration of ongoing ROCIP VII projects and claims; to be performed at University’s option.

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

This RFP includes some additional/alternate scope for non-ROCIP projects that request safety inspections or elect to use the safety condition / observation database services, for a separate fee.

1.3 Objective of Request for Proposal

The University of Texas System is soliciting proposals from qualified vendors to perform work (**Work**) more specifically described in **Section 5.4** (Scope of Work) of this Request for Proposal (**RFP**).

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 submitted in response to this RFP until 2:30 p.m., Central Standard Time (“CST”) on Thursday, December 16, 2021 (the “**Submittal Deadline**”).

2.2 University Contact Person

Proposers will direct all questions or concerns regarding this RFP via Bonfire portal.

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) through Bonfire portal, or (ii) if questions relate to Historically Underutilized Businesses, to HUB Coordinator (ref. **Section 2.5** of this RFP).

University must receive all questions or concerns no later than 12:00 p.m., Central Standard Time (“CST”) on Thursday, December 9, 2021. 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. Experience and Qualification (30%);
- C. Approach to Project Services (35%)
- D. 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 November 22, 2021

Phase I:

Pre-Proposal Conference
(ref. **Section 2.6** of this RFP) 11:00 a.m. - 12:00 p.m. CST on
Thursday, December 2, 2021

Deadline for Questions / Concerns
(ref. **Section 2.2** of this RFP) 12:00 p.m. CST on
Thursday, December 9, 2021

Submittal Deadline
(ref. **Section 2.1** of this RFP) 2:30 p.m. CST on
Thursday, December 16, 2021

Phase II:

Oral Interviews TBD
University may elect to conduct oral interviews with selected Proposers in Phase II of the RFP evaluation process. Scheduling of Phase II 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, Administrator subcontracts any of the Services, then Administrator 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 20.285](#), and has determined that subcontracting opportunities (HUB and/or Non-HUB) are probable under this RFP. The HUB participation goal for this RFP is **26%**.

2.5.3 A HUB Subcontracting Plan ("**HSP**") is required as part of, *but submitted separately from*, Proposer's proposal. The HSP will be developed and administered in accordance with University's Policy on Utilization of Historically Underutilized Businesses and incorporated for all purposes.

Each Proposer, whether HUB certified or not, and whether self-performing or planning to subcontract, must complete and return the HSP in accordance with the

terms and conditions of this RFP. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with [§2161.252, Government Code](#).

Questions regarding the HSP may be directed to:

Contact: Kyle Hayes
HUB Coordinator
Phone: 512-322-3745
Email: khayes@utsystem.edu

Proposer will not be permitted to change its HSP after the deadline submittal date unless: (1) Administrator completes a new HSP, setting forth all modifications requested by Administrator, (2) Administrator provides the modified HSP to University, (3) University HUB Program Office approves the modified HSP in writing, and (4) all agreements resulting from this RFP are amended in writing to conform to the modified HSP.

Instructions on completing an HSP

Proposer must visit <https://www.utsystem.edu/offices/historically-underutilized-business/hub-forms/hub-plan-templates-commodities-services-procurement> to download the most appropriate HUB Subcontracting Plan (HSP) / Exhibit H form for use with this Request for Proposal. Proposer will find, on the HUB Forms webpage, a link to “[Guide to Selecting the Appropriate HSP Option](#)”. **Click on this link and read the Guide first before selecting an HSP Option.** Proposer shall select, from the four (4) Options available, the Option that is most applicable to Proposer’s subcontracting intentions. These forms are in **fillable** PDF format and must be downloaded and opened with *Adobe Acrobat / Reader* to utilize the fillable function. If Proposer has any questions regarding which Option to use, Proposer shall contact the HUB Coordinator listed in Section 2.5.3.

Proposer must complete the HSP, then print, sign and scan *all pages* of the HSP Option selected, with additional support documentation*, **and submit via Bonfire portal**. NOTE: during this time, electronic signatures are acceptable.

Any proposal submitted in response to this RFP that does not have a corresponding HSP meeting the above requirements may be rejected by University and returned to Proposer as non-responsive due to material failure to comply with advertised specifications.

Each Proposer’s HSP will be evaluated for completeness and compliance prior to opening the proposal to confirm Proposer compliance with HSP rules and standards. Proposer’s failure to submit one (1) completed and signed HUB Subcontracting Plan **to the Bonfire portal** may result in University’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

***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 submit copies of those pages with the HSP sent to the Bonfire Portal. In addition, all solicitation emails to potential subcontractors must be included as backup documentation to the Proposer’s HSP to demonstrate Good Faith Effort.** Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.

- 2.5.4 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** of this RFP) 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 from 11:00 a.m. - 12:00 p.m., Central Time on Thursday, December 2, 2021. The pre-proposal conference will allow all Proposers an opportunity to ask University's representatives relevant questions and clarify provisions of this RFP.

Potential respondents must RSVP via Bonfire to receive the pre-proposal conference details via a message within the Bonfire portal.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Submission

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1**) via University Bonfire portal.

3.2 Proposal Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of one hundred and twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

3.3 Terms and Conditions

3.3.1 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:

3.3.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);

3.3.1.2. Agreement (ref. **Section 4** and **APPENDIX TWO**);

3.3.1.3. Proposal Requirements (ref. **APPENDIX ONE**);

3.3.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

3.4 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:

3.4.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)

3.4.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6**)

3.4.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)

3.4.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)

3.4.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5**)

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

- 3.4.7 Exception to the terms and conditions set form in the Agreement (**APPENDIX TWO of RFP**)
- 3.4.8 VPAT V2.4 – Access by Individuals with Disabilities (ref. Section 5.3.4)
- 3.4.9 Electronic and Information Security Resources Environment Specifications (ref. **APPENDIX SEVEN**)
- 3.4.10 Additional Security Questions (ref. **APPENDIX 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 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.

Any exceptions to the terms and conditions of the Agreement (**APPENDIX TWO**) will count for 5% of the scored criteria of this RFP.

SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the “**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 VII, which is scheduled to expire May 14, 2023 with the option to renew for three (3) additional, one (1) year terms.

5.2 INTENTIONALLY OMMITTED

5.3 Additional Submittals Specific to this RFP

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

5.3.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must redline APPENDIX TWO and include **APPENDIX TWO** as part of its Proposal. If Proposer agrees with terms or conditions set forth in the **APPENDIX TWO**, Proposer will submit a written statement acknowledging it. Appendix Two counts for 5% of the scored criteria in the RFP.

5.3.2 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [§2252.908, Government Code](#)) and [1 TAC §§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 FOUR**. *Proposer may learn more about these disclosure requirements, including applicable exceptions and use of the TEC electronic filing system, by reviewing [§2252.908, Government Code](#), and information on the TEC website at https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php. **The Certificate of Interested Parties must only be submitted by Administrator upon delivery to University of a signed Agreement.***

5.3.3 RESERVED

5.3.4 In its proposal, Proposer must indicate whether it will consent to include in the Agreement the “Access by Individuals with Disabilities” language that is set forth in **APPENDIX THREE, 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. NOTE THAT PROPOSER IS REQUIRED TO SUBMIT COMPLETED VPAT (VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE) WITH PROPOSAL. VPAT document to complete is located at the following website: <https://www.itic.org/dotAsset/47d8492f-a78a-46b8-b41a-fd656d773c5a.doc>.

5.3.5 In its proposal, Proposer must respond to each item listed in **APPENDIX SEVEN, Electronic and Information Resources (EIR) Environment Specifications**. **APPENDIX SEVEN** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX SEVEN** will be incorporated into the Agreement and will be binding on Administrator.

5.3.6 RESERVED

5.3.7 In its proposal, Proposer must respond to each item listed in **APPENDIX EIGHT, Information Security Requirements and Questions**. **APPENDIX EIGHT** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX EIGHT** will be incorporated into the Agreement and will be binding on Administrator.

5.4 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.

Within two (2) months of contract award, provide a report of findings with recommendations and an implementation strategy to enhance ROCIP VIII operational and financial performance. Awarded Administrator will provide the report via email to a later identified Project Manager.

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

1. Analyze project hazards, insurance market conditions including comparable insurance coverages and associated costs and performance in private sector benchmarking, 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 VIII, 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. Information provided in the ROCIP Manual must include information required by in Texas Insurance Code, Chapter 151, Subchapter A.

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 including updates as they become available to implement.
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 an Office of Risk Management scheduled and led meeting with the Administrator and University at a designated location to review the safety, claims and ROCIP enrollment requirements for each project prior to construction activities proceeding. 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 construction 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 all 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/or 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 all tiers of contractors and subcontractors are maintaining insurance coverage as required by contract. 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. Provide program status reports at Office of Risk Management scheduled meetings once per month throughout the duration of the program. Meetings will be held monthly. Separate meetings for campus-managed projects and for certain campuses with large amounts of work shall be held quarterly at campus locations as needed. At this time, University expects that three campus-specific meetings will be required per quarter.
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 expires. Notifications shall be sent at Substantial Completion and/or when coverage for a ROCIP phase expires.
24. Maintain an Open Items list and provide updates and review with University on a bi-weekly 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 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 additional 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 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 safety representative(s), Administrator must attend the Controlling Contractor's site safety orientation and offer constructive written feedback to the designated University safety representative(s).
4. Administrator must coordinate with the designated University safety representative(s), the scheduling of job-site safety inspections by the dedicated safety professionals for the Administrator and the Insurance Carrier. Scheduling must assure a minimum of at least twelve (12) workdays, unless previously agreed to by the designated University representative(s), between inspection visits for each project and inspections must begin upon issuance of Notice to Proceed for construction services or as directed by the designated University safety 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, as agreed to by the designated University representative(s), to produce a monthly report of collected data per project. The report shall include but not limited to 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 will be expected to review current monthly report and suggest any value-added changes to content and/or format.
 7. Administrator must track all safety deficiencies identified in any open surveys and follow-up to assure that each safety deficiency is addressed by the responsible contractor(s). Administrator must notify the designated University safety representative(s) of any safety deficiency that is not addressed by contractors within the timeframe between ROCIP project inspections.
 8. All Safety Professionals of the Administrator shall carry a smart cellular phone capable of voice and text messages at all times. Each person's 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.
 9. Administrator must provide live-broadcasted web-based training on a quarterly basis on topics determined by the designated University safety 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 eligible participants, maintain attendance records, and provide archive of all presentations.
 10. Administrator's safety professional must participate in a weekly Project Safety Coordinator virtual meeting; typically, one (1) hour in length. Administrator's safety professional must provide updates on ROCIP project safety. The meetings will rotate through four (4) designated regions each month covering all areas where ROCIP projects are active. Scheduling of meetings will be done by the designated University safety representative(s). Administrator must provide the platform used for these meetings. Topics must be coordinated with the designated University safety representative(s) by the Administrator's safety professional prior to the scheduled meeting.
 11. 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 no later than the fifteenth (15th) of each month. A copy of the safety report must be distributed as directed by the Office of Risk Management. Administrator will be expected to review current monthly report APPENDIX NINE and suggest any value-added changes to content and/or format. Any changes must be agreed to by the Office of Risk Management prior to implementation.
 12. Administrator must review data and report(s) to ensure accuracy through a quality control process.
 13. In order to facilitate ROCIP safety program enhancements, Administrator must provide designated University personnel web-based access to a database whereby University can review program performance (examples of data for analysis: project, 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.

14. Administrator must review data and report(s) to ensure accuracy through a quality control process.
15. Administrator must reserve twenty-four (24) additional business days per year for its Safety Professional(s) to conduct or facilitate additional safety services as directed by the designated University safety representative(s).
16. For projects enrolled in ROCIP VIII, Administrator must acquire the use of a safety condition / observation database as acceptable to University. The following will be required 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 professional(s), designated University representative(s), and other project team members as directed by the designated University safety representative(s).
 - 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.11**.
 - 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.

17. If requested for projects not enrolled in ROCIP VIII, Administrator must acquire the use of a safety condition / observation database as acceptable to University. The following will be required 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 as directed by the designated University safety representative(s)

- b. Ensure all contractors are in the system for proper use of the safety condition/observation database.
- c. Administrator must ensure that new projects are set up in the safety condition / observation database within twenty-four (24) hours following notification by University.
- d. Administrator must ensure that safety condition / observation data is maintained current for the safety analysis report described above in **Section 5.3.D.11**.
- e. 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.

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. 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 claims management procedures and prepare a report to suggest detailed specific changes to improve the effectiveness of the claims management program for University's review and approval.
2. 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.
3. Manage all claims handling activities and processes between the carrier, University personnel, and the appropriate contractor's representative(s). Coordinate all claims processes fully with the University's campus representatives including but not limited to weekly meetings, detailed reports, and scheduling of all repair work as needed or requested by the University's campus representative.
4. Confirm reporting by the contractor of all claim incidents to the designated University safety representative(s), Project Manager and to the carrier. Administrator must also monitor claims activity.

5. Provide immediate notification to the University of any claims involving catastrophic injuries, death or severe exposure within one (1) hour of Administrator knowledge.
6. Provide coverage analysis to University on carrier disputed claims.
7. 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.
8. Provide recommendations for medical cost containment and other methods for reducing claims costs.
9. Perform analysis of reserves and negotiate claims issues with the carrier.
10. Conduct quarterly claim review meetings between University and carrier.
11. 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.
12. Make on-line access to carrier loss / claims information available to designated University representatives.
13. Ensure that case management and medical bill review services are available for all workers' compensation claims.
14. Track all completed operations claims and develop a claims management process that ensures timely responses and action by all parties to each claim.
15. Administrator must participate in a weekly Project Safety Coordinator virtual meeting; typically, one (1) hour in length. Administrator representative(s) must provide updates on ROCIP insurance claims. The meetings will rotate through four (4) designated regions each month covering all areas where ROCIP projects are active. Scheduling of meetings will be done by the designated University safety representative(s) must provide the platform used for these meetings. Topics must be coordinated with the designated University safety representative(s) by the Administrator's claims management representative(s) prior to the scheduled meeting.

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.

5.5 Additional Questions Specific to this RFP

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

Vendor Experience (30%)

1. Provide references from three (3) of Proposer's customers from the past five (5) years for services that are similar in scope, size, and complexity to the Services described in this RFP.

Provide the following information for each customer:

- Customer name and address;
 - Contact name with email address and phone number;
 - Time period in which work was performed;
 - Short description of work performed.
2. Has Proposer worked with University institutions in the past five (5) years? If "yes," state University Institution name, department name, department contact, and provide a brief description of work performed.
 3. 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.
 4. Provide a proposed organizational chart indicating specific individuals to be assigned to University's ROCIP.
 5. 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.
 6. 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.)

7. Indicate the location of Proposer'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.
8. 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%)

9. Provide a statement of Proposer's service approach and describe any unique benefits to University and enrolled contractors from doing business with Proposer.
10. Describe its approach to the required services identified in **Section 5.4** Scope of Work of this RFP. Please 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.).
11. Include sample procedures or reports where applicable. The procedures or reports should be de-identified.
12. Describe the relevant, current market and regulatory conditions for ROCIPs in Texas, as well as any implications they would have for University's ROCIP.
13. Describe methodology Proposer will utilize to demonstrate benefits of ROCIP program to internal and external stakeholders (i.e.: contractor community).
14. 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.
15. Describe payment options Proposer is willing to provide University (**DO NOT PROVIDE ANY PRICING INFORMATION. PRICING BELONGS TO SECTION 6**).
16. 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.
17. 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 (examples of reports: administrative, data analysis, claims, safety, annual summary) and documents if appropriate.
18. 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.
19. Describe Proposer's quality assurance program, its quality requirements, and how they are measured.

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

20. Does Proposer take exception to any part of the Agreement as described in **Section 4** and **Section 5.2.1**? If so, Proposer must explain the redlines provided within the submittal of **APPENDIX TWO**.

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

RFP No.: 720-2204 – ROCIP PHASE VIII ADMINISTRATOR

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.

6.1 Pricing for Services Offered within ROCIP Phase VIII Projects

The initial anticipated total enrolled project construction cost for ROCIP VIII is \$1,000,000,000.

A. Scored Cost (30%)

1. Provide the Base Fee for ROCIP VIII \$ _____
2. Provide Additional Fee if the construction costs in ROCIP VIII are greater than \$1,000,000,000, and describe how the additional fees will be calculated

\$ _____ / \$1,000 Construction Cost

Additional Fees should be proposed as a percentage fee per incremental construction costs above \$1 million.

3. Provide Additional Fee for option use of safety condition / observation database by projects not enrolled in ROCIP.

\$ _____ / project

B. Additional fees (not scored)

1. Provide Additional Fee for additional safety inspections if requested for ROCIP VIII projects (NOT SCORED)

\$ _____ / per inspection

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

Provide Supplemental Fee, to be performed at University's option, for the projects currently enrolled in ROCIP Phase VII and not yet completed and new claims from projects enrolled in ROCIP Phase VII (ref. **APPENDIX SIX**). For purposes of pricing only, assume that taking over administration of ROCIP VII begins effective June 1, 2021.

\$ _____

University may request additional inspections on enrolled projects or may request inspections on projects that are not enrolled in ROCIP, for a separate, mutually agreed fee. University may request to add data for projects that are not enrolled in ROCIP to the database of safety and claim metrics, for a separate, mutually agreed fee. This data should be segregated from data about enrolled projects.

Provide Supplemental Fee per project for non-ROCIP projects requesting safety inspections and/or electing to use the safety condition / observation database (NOT SCORED), or for projects enrolled in ROCIP that are requesting additional safety inspections.

Fee to use safety observation database: \$ _____ / project

Inspection fee: \$ _____ / inspection

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 & 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 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 §§[552.101](#), [552.104](#), [552.110](#), [552.113](#), and [552.131](#), *Government Code*.

1.4 Type of Agreement

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

1.5 Proposal Evaluation Process

University will select Administrator 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 Administrator.

University may make the selection of Administrator on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of Administrator 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 Administrator; 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 Administrator, 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.*

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** of this RFP. University will not accept proposals submitted by email, 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 Administrator. 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 2271, Texas Government Code](#), Administrator certifies Administrator (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Administrator acknowledges this Agreement 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.
 - 2.1.15 Pursuant to Chapter 2274, *Texas Government Code (enacted by SB 19, 87th Texas Legislature, Regular Session (2021))*, Proposer verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of any contract or agreement resulting from this RFP against a firearm entity or firearm trade association. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.
 - 2.1.16 Pursuant to Chapter 2274, *Texas Government Code (enacted by SB 13, 87th Texas Legislature, Regular Session (2021))*, Proposer verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies 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 verification is inaccurate.

- 2.1.17 Pursuant to Section 161.0085, *Texas Health and Safety Code* (enacted by [SB 968, 87th Texas Legislature, Regular Session \(2021\)](#)), Proposer certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Proposer's business. 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 Compliance and Certification Relating to Cloud Computing Services. Section 2054.0593 of the *Texas Government Code* (enacted by [SB 475, 87th Texas Legislature, Regular Session \(2021\)](#)) requires the Texas Department of Information Resources (DIR) to establish and implement a state risk and authorization management program to provide a standardized approach for security assessment, authorization, and continuous monitoring of cloud computing services that process the data of Texas state agencies. DIR by rule shall prescribe (1) the categories and characteristics of cloud computing services subject to the state risk and authorization management program and (2) the requirements for certification through the program of vendors that provide cloud computing services. DIR shall evaluate vendors to determine whether a vendor qualifies for a certification issued by DIR reflecting compliance with program requirements. Texas state agencies must ensure that each contract for cloud computing services that the agency enters into or renews on or after January 1, 2022, complies with Section 2054.0593.

As a result, Proposer certifies that if selected it will comply with the requirements of such a state risk and authorization management program and maintain program compliance and certification throughout the term of any contract or agreement resulting from this RFP. Proposer understands and agrees that the University may not enter into or renew any contract or agreement resulting from this RFP with Proposer to purchase cloud computing services for the University that are subject to the state risk and authorization management program unless the Proposer demonstrates compliance with program requirements. Proposer acknowledges that any contract or agreement resulting from this RFP may be terminated and payment withheld if Proposer does not comply with this Section.

214 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.: 720-2204 ROCIP VIII Administrator

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 Project Services

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP. 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.: ROCIP VIII Administrator

RFP No.: 720-2204

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
SAMPLE AGREEMENT
(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX THREE

ACCESS BY INDIVIDUALS WITH DISABILITIES

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 will provide all assistance and cooperation necessary for performance and documentation of accessibility testing, planning, and execution criteria conducted by University or University's third party testing resources, as required by [1 TAC §213.38\(g\)](#).

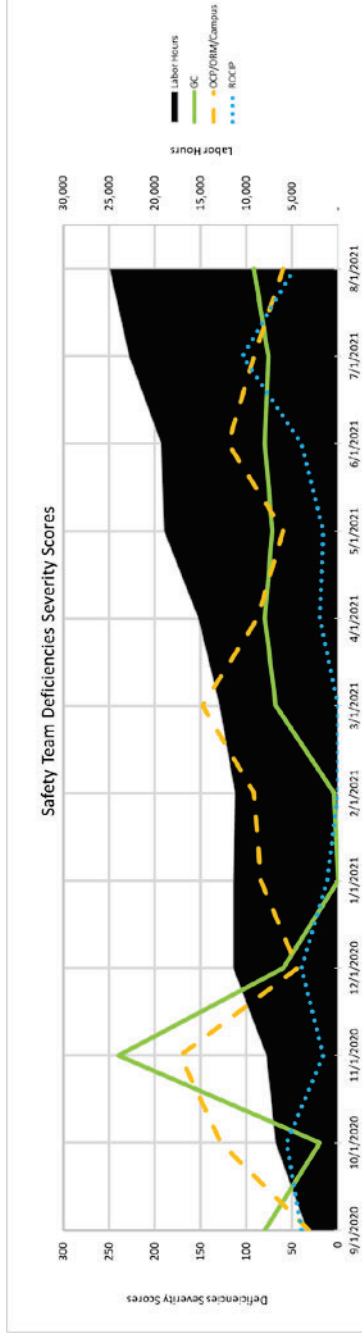
APPENDIX FOUR

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

This is a sample Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. If not exempt under [Section 2252.908\(c\), Government Code](#), Administrator must use the Texas Ethics Commission electronic filing web page (at <https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>) 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 Administrator to University with the signed Agreement.**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
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.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
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 services, goods, or other property to be provided under the contract.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 AFFIDAVIT 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			
ADD ADDITIONAL PAGES AS NECESSARY			

APPENDIX FIVE SAFETY ANALYSIS REPORT



	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	8/1/2021			
Sep-20															
2. Number of Campus inspections (ORM / OCP / Campus) conducted during Month	4	7	5	11	6	13	9	8	11	6	6	0			
3. Number of GC inspections conducted during Month	43	36	37	39	31	49	47	42	44	47	49	7			
4. STEP Recognition Eligibility	Y	Y	Y	Y	Y	Y	Y	Y	Y	NE-3	NE-3/5/W/RCA	8			
Y: Eligible for the Month															
NE: Two month consecutive NE months															
NE-1: Not Eligible - Lack Of Required Entries															
NE-2: Not Eligible - Exceeds Recorded Injuries															
5. ROCIP General Liability, Workers, Compensations, Claims, Info, Amounts & Numbers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,900	\$7,501			
	0	0	0	0	0	0	0	0	0	0	1	2			
6. Lagging Safety Indicators															
Project					General Contractor			Region	OSHA National Averages	WC/ NR	Osha Rec	2019	2020	2021	Total
									180,679	1	0	0	\$601	\$6,900	\$7,501
												0	2.8	1.1	
												0	TRIR Rate	DAFW Rate	Data Date
												0	0.0	0.0	8/1/2021

**APPENDIX SIX
LIST OF POTENTIAL PROJECTS FOR ROCIP PHASE VIII AND
ACTIVE PROJECTS ROCIP PHASE VII**

Potential ROCIP Phase VIII Project List – projects approved by the UT System Board of Regents and planned to begin after 6-1-2022 or pending approval for future construction. ROCIP VIII estimated total construction values of \$5,000,000,000+. **All information is estimated and subject to change.** Given that ROCIP Phase VIII will span several years, it is likely that the project list could change significantly as projects are approved.

Institution	Project #	Project Name	Notice to Proceed	Substantial Completion
Austin		Harry Ransom Center Renovation	06/01/22	05/01/24
MD Anderson		Champions Forest Facility	06/01/22	06/01/23
Permian Basin		Campus Transformation	06/01/22	06/01/25
MD Anderson		Main Building ORs 28, 29 and 30/ Brain Suite	06/06/22	02/28/24
Dallas	302-1254	Athenaeum	07/01/22	04/01/24
MD Anderson		Modular Vivarium	07/01/22	03/01/23
Rio Grande Valley		Cancer Center & Ambulatory Surgery	07/01/22	06/01/24
El Paso	201-1312	Advance Manufacturing and Aerospace Center	08/01/22	10/01/24
MD Anderson		Diagnostic Imaging Area A Main Building Floor 3	08/01/22	05/09/24
MB-Galveston		TDCJ Infirmary North	08/17/22	09/17/23
MD Anderson		South Campus Parking Garage II	08/29/22	09/19/24
Austin		UTC Building reno	09/01/22	09/01/25
Austin		Texas Athletics Building reno	09/01/22	08/01/24
Austin		Gearing Hall Roof & Exterior	09/01/22	08/01/23
HSC Houston	701-1357	Public Health Education & Research Building	09/01/22	02/01/25
MD Anderson		Bastrop CMRB Expansion	09/01/22	07/01/24
MD Anderson		T. Boone Pickens Academic Tower Level 20 -21	09/07/22	12/20/23
Southwestern		Zale Lipshy Pavilion Reno	09/15/22	12/30/23
MD Anderson		Mid Campus Bldg #1 Ph 4 Lvl 19-25 Buildout	09/23/22	05/08/23
Rio Grande Valley		New Football Operations Building	10/01/22	07/01/25
MD Anderson		Expand Rotary House International Hotel	10/20/22	09/17/24
MD Anderson		Support Services Building	11/01/22	01/29/26
Austin	102-1358	Library Storage Facility Phase IV	12/01/22	01/01/24
MD Anderson		SCR5	12/12/22	03/26/27
Austin		Renovate Physics, Math, Astronomy Building	01/01/23	06/01/25
Austin		Renovate HDB for College of Pharmacy	01/01/23	01/01/25
Austin		Dell Medical School Clinical Building	01/01/23	02/01/25
HSC at San Antonio		Campus Research Expansion	01/02/23	06/30/25

Institution	Project #	Project Name	NTP	SC
San Antonio		IEC - Innovation, Entrepreneurship & Careers Building	01/15/23	05/15/25
Permian Basin		Athletic Training Facility	03/01/23	03/01/24
Southwestern		New Psychiatric Hospital	03/01/23	09/30/25
San Antonio		Roadrunner Athletics Center of Excellence, Phase 2	03/15/23	03/15/24
MD Anderson		South Campus Vivarium	03/16/23	04/21/26
MD Anderson		South Campus Education Building	03/16/23	11/10/25
Austin		Creekside Residence Hall	05/01/23	07/01/25
Austin		Construct PRC Infrastructure	05/01/23	07/01/25
MD Anderson		Central Distribution Center	05/01/23	12/18/24
Austin	102-1347	Engineering Discovery Building	06/01/23	06/01/26
Southwestern		New Specialty Pediatric/Women's Hospital	07/01/23	10/01/27
MD Anderson		LBJ	08/01/23	08/01/25
MD Anderson		Renovate Acute Cancer Care Center	08/01/23	08/01/25
Austin		Renovate Steve Hicks School of Social Work	09/01/23	09/01/26
MB-Galveston		League City Phase 3	09/01/23	12/31/25
MB-Galveston		League City Central	09/01/23	09/01/24
MB-Galveston		League City Parking Garage	09/01/23	09/01/24
Rio Grande Valley		New Cooling Plant - Brownsville Campus	09/01/23	08/31/24
Southwestern		New Rehabilitation Hospital	11/01/23	06/01/26
Arlington		West Hall - Phase II	12/01/23	08/01/25
MD Anderson		Lutheran Facility Renewal	12/01/23	12/01/28
MD Anderson		Clark Facility Renewal	12/01/23	12/01/27
Austin	102-827	McCombs School of Business Building	01/01/24	01/01/27
Austin		Renovate CPE Building	01/01/24	09/01/27
Austin		Medical District Office Building	01/01/24	03/01/27
Southwestern		Brain Institute Shell Space Buildout	01/01/24	06/30/25
San Antonio		Honors Residential College	01/15/24	06/15/26
Austin	102-1353	Texas Advanced Computing Center LCCF	03/01/24	10/01/25
Permian Basin		Mesa Building Infrastructure Renovation	03/01/24	03/01/26
San Antonio		Student Success Center	03/01/24	03/01/26
Southwestern		North Campus Buildings (NC & NF) reno	03/01/24	03/01/25
San Antonio		Roadrunner Village (Infrastructure)	04/15/24	09/30/27
Arlington		Health Services Building (New Construction)	06/01/24	12/01/25
Dallas	302-1239	Parking Structure V	06/01/24	07/30/25
San Antonio		Creative Arts Education & Engagement Building	06/01/24	06/15/26
Permian Basin		Convocation Center	07/01/24	07/01/27
Austin		Renovate Main Building	08/01/24	09/01/27
Arlington		Life Science Building Addition/Renovation	09/01/24	12/31/26
Arlington		University Center Addition/Renovation	09/01/24	08/01/26
Rio Grande Valley		New Health Professions Building	09/01/24	06/01/26
Rio Grande Valley		College of Business Addition/Renovation	09/01/24	06/01/26
San Antonio		Cattleman's Square Residential Tower	01/15/25	11/30/27
Arlington		Maverick Stadium Improvements	02/01/25	08/01/27
Permian Basin	501-1229	Baseball/Softball Building	03/01/25	03/01/26
Dallas	302-1168	Student Union Building Renovation/Replacement	06/01/25	08/01/27
Austin		Renovate JT Patterson Labs Building	08/01/25	09/01/27
Arlington		Thermal Energy Plant SE Campus Phase 1	09/01/25	06/01/27
Austin		Sanchez MEP, Roof & Envelope	09/01/25	08/01/27
Arlington		Performing & Visual Arts Addition/Improvements	09/01/26	08/01/28

Phase VII - Active ROCIP Projects					
Institution Name	Project Number	Project Name	Notice to Proceed	Substantial Completion	Construction Services Budget
Rio Grande Valley	903-1220	School of Medicine Institute of Neuroscience	04/22/19	10/20/21	\$20,613,033
Southwestern	303-1183	Radiation Oncology Bldg Expansion Phase II	09/06/19	11/01/21	\$44,292,400
Austin	102-1219	Sarah M. & Charles E. Seay Building Addition	11/19/19	11/05/21	\$15,545,778
Austin	102-782	SEZ - Addition, Stadium Maint and Reno DKR-TMS	04/01/19	11/07/21	\$156,068,186
Austin	102-853	Gary L. Thomas Energy Engineering Building	12/05/18	12/02/21	\$123,725,995
MD Anderson	703-1186	Proton Therapy Center No. 2	08/05/19	02/15/22	\$52,669,039
Southwestern	303-1243	UTSW Aston Ambulatory Care	08/15/20	06/07/22	\$29,822,496
Southwestern	303-1099	North Campus Phase VI - Brain Institute and Cancer Center	05/06/19	06/30/22	\$328,583,713
Austin	102-1292	Texas Athletics Basketball & Rowing Training Facility	08/28/20	07/12/22	\$47,356,386
Arlington	301-1295	Academic Building for School of Social Work and College of Nursing and Health Innovation	01/04/21	11/14/22	\$59,523,740
Austin	102-1233	Red River Street Realignment	04/14/20	11/30/22	\$33,756,246
MD Anderson	703-1176	Renovate Alkek Hospital - Main Bldg - Floor 12	11/01/21	01/01/23	\$13,000,000
San Antonio	401-1222	National Security Collaboration Center & School of Data Science	12/04/20	08/01/23	\$67,929,955
Southwestern	303-1338	Biomedical Engineering and Sciences Building	06/14/21	08/31/23	\$81,284,020
HSC-San Antonio	402-1287	Inpatient Facility	03/12/21	07/01/24	\$269,795,979
*CV excludes pre-construction, A/E, or other non-construction costs.					
Total Active CV - Phase VII					\$1,343,966,966

ROCIP Phase VII

1. Insurance Broker and Program Administrator Services provided by Marsh with Safety and Loss Prevention Services subcontracted to Engineering Safety Consultants (ESC).
2. Insurance Carriers: Zurich (primary), Berkshire Hathaway (primary \$25M excess), CHUBB (25M x 25M), Liberty Mutual & Starr (50M x 50M quota share excess).
3. Safety condition/observation database: SafetyNet.
4. Deductible: \$250,000 per occurrence (\$375,000 Clash deductible if WC/EL and GL incident triggered by one occurrence).
5. Program Term: August 1, 2017 to August 1, 2025.
6. Construction Values in program as of 8/31/2021: \$2,129,081,965.
7. Original Program Term and Estimated Construction Values projected at the time of RFP for Insurance Broker and Program Administrator for ROCIP Phase VII: August 1, 2017 to August 1, 2023 and \$958,505,069.

APPENDIX SEVEN

ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS

The specifications, representations, warranties and agreements set forth in Proposer's responses to this **APPENDIX SEVEN** 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 §213.38\(b\)](#):

7. Accessibility information for the electronic and information resources (**EIR**)¹ products or services proposed by Proposer, where applicable, through one of the following methods:
 - (A) URL to completed Voluntary Product Accessibility Templates (**VPATs**)² 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.

¹ Electronic and information resources are defined in [§2054.451, Government Code](#) and [1 TAC §213.1 \(6\)](#).

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

APPENDIX EIGHT

INFORMATION SECURITY REQUIREMENTS AND QUESTIONS

UT System Information Security Requirements

1. Multi-factor Authentication (MFA or also known as two-factor authentication-2FA), as defined by [NIST SP 800-63](#), must be applied during the following: Access to University [Confidential data](#) by any System or Application Administrators or user with elevated privileges (i.e., super users).
2. Contractor must use encryption standards approved by UT System or defined in [NIST SP 800-175B Rev. 1](#) for confidential data at rest, in motion, during processing, and for all mobile applications, websites, and portals.
3. Required by Section 2054.517 of the Texas Government Code and defined in [UTS 165 Standard 11.8](#): Before deploying an Internet website (or portal) and mobile applications that process UT System confidential data, the developer or third-party responsible for development must:
 - a. Submit the following documentation
 - I. the architectureⁱ of the website and mobile applications;
 - II. the authentication mechanism(s) for the website and applications;
 - III. the Administrator level access to data included in or accessed by the website and applications;
 - b. Subject the website, portal and applications to a vulnerability and penetration test as describedⁱⁱ; this test must be repeated every year during the contract period.
 - c. Utilize approved access and authentication mechanismsⁱⁱⁱ.
 - d. Apply MFA for Administrative or privileged user access.
4. If the Contractor is providing a [cloud-based service](#)^{iv}, the State of Texas requires certification of TxRAMP status. See <https://dir.texas.gov/texas-risk-and-authorization-management-program-tx-ramp> for more information. UT System will work with the Contractor to submit a request for Provisional Certification from the Department of Information Resources for a short period if certain criteria are met and the contractor has not already been certified.
5. If Contractor is responsible for credit card processing, the current version of PCI-DSS requirements must be met.

Additional Requirements:

- UT System is required to conduct annual security risk assessments and the UT Information Security staff will request updated information from the Contractor each year. Information may include, but not limited to: Certification and Audit Reports, vulnerability scans, updated policies and the like.
- RFP Proposer finalists must be prepared to have appropriate technical security and privacy experts available to address responses in a separate presentation session for UT System.

Questions

Note: Answer the following questions as they apply to the people, processes and technology and data pursuant to this RFP.

General Security

1. Provide the name of the Chief Information Security Officer (CISO), Chief Information Officer (CIO) or equivalent positions along with a short description of his or her qualifications.
2. Are background checks and screening conducted on employees and subcontractors? If yes, what is the frequency?
3. Is a specific security framework or collection of industry standards applied to harden information systems that will interact with the services proposed, including systems that store, transmit, process, or serve UT System data to users? If so, describe these standards and their source.
4. Does the Contractor have documented policies and procedures that cover the following:
 - A. Information Security
 - B. Security Incident Response and supporting procedures
 - C. Change Control and supporting procedures
 - D. Acceptable/Responsible Use
 - E. Privacy
 - F. Risk Management

- G. Patch and Vulnerability Management
- H. Cloud Security
- I. Software Development Security
- 5. How often are security and privacy policies updated?
- 6. Is there a formal Change Management process for updating policies?
- 7. If application(s), whether mobile or other, are provided as part of this Proposal:
 - A. Are industry standards or a specific method/model followed for software development? If yes, what standard/model?
 - B. Are multiple, staged software development environments used for development, testing and production? If yes, describe how the environments are isolated from each other and what access controls are in place to minimize the risk of code corruption or unauthorized exposure.
- 8. List an example of an administrative safeguard or best practice employed to prevent unauthorized access to UT System data.
- 9. Where will UT System data be stored (answer all that apply):
 - a. In a physical (on-premise) data center, owned and/or managed by the Contractor.
 - b. In third-party storage locations not managed by the Contractor.
 - c. in Public or Private Cloud locations.
 - d. in a Cloud location outside of the United States.
 - e. Other.
- 10. If UT System data will be stored in physical data center, what physical controls are in place? What level of redundancy tiering is the data center rated at?
- 11. How will UT System's data be segregated from the data of other customers to prevent accidental or unauthorized access? (applies to all locations of data storage).

Cloud Security (Answer applicable questions)

- 1. Are any services provided hosted in a Public or Private Cloud? If yes, indicate which services and what type of hosting.
- 2. What industry standards, best practices or Cloud Security frameworks are followed to minimize risk to customer data, including accidental or deliberate exposure?
- 3. Provide an example of how Contractor's virtual systems are segregated and protected from risks.

Access and Identity Management

- 12. UT institutions use Microsoft's Multi-factor authentication product or Duo. Does the proposed product or service integrate with those products?
- 13. UT System requires multi-factor authentication (MFA, also known as two-factor Authentication-2FA) and recommends using it where possible.
- 14. Requirement: See description in UT System Information Security Requirements.
- 15. Recommendation: Any individual accessing a system that contains or has access to Confidential University Data should use 2FA.
- 16. Does the Contractor's service provide the option to require MFA for 'super users' and not require it for other users? Does it provide the option of applying MFA for all users?
- 17. Does the Contractor's implementation of MFA meet the standards as defined by NIST SP 800-63?
- 18. If MFA is not currently available, is there a timeframe when it will be. If so, provide estimated roadmap schedule.
- 19. Describe the Identity and Access Management (IAM) components of the Contractor's services including how the platform ensures accurate and consistent secure identity management of all uniquely identified individuals?
- 20. Summarize how IAM components are kept in sync and how they integrate with each other.
- 21. Summarize the process for user account provisioning and de-provisioning, including super user accounts.
- 22. How does the Contractor detect an account compromise of UT System-issued credentials? Provide two examples.
- 23. If a UT System user's password is confirmed to be compromised, what is the process to reset/disable or otherwise protect UT System data from exposure or malicious attacks?

Technical Security

- 24. Explain the general encryption method and algorithm (e.g. AES 256) in use for:
 - a. Data at rest

- b. Data in motion
 - c. Data in Session state (in process)
 - d. Application data exchange and APIs (whether cloud or on premise)
 - e. Application and platform external connections
 - f. Database
 - g. Data backups
 - h. Mobile applications
25. Explain how cryptographic keys are managed, what protection mechanisms are in place, and who has access to them.
 26. Summarize the process for security patch management, including roles and responsibilities, frequency, testing plan and system maintenance.
 27. Are periodic vulnerability scans performed? If yes:
 - a. How often are scans conducted?
 - b. What is the process to escalate and/or prioritize and remediate identified vulnerabilities?
 - c. Do scans include databases?
 - d. Are applications scanned to detect specific code related vulnerabilities prior moving to Production?

Disaster Recovery and Business Continuity

28. Does the Contractor have a Disaster Recovery Plan (DRP). If so:
 - a. Is it supported by policies and procedures?
 - b. Is it updated periodically, If yes, how frequently?
 - c. Is it tested periodically? If yes, how frequently and what type of tests are performed?
 - d. Do all staff with a role or responsibility know about the DRP and how to access it in case of a declared disaster?
 - e. Does it include systems and services provided to customers, including UT System?
 - f. If in place, provide an outline of the DRP
 - g. If no DRP exists, describe the controls and methodology used to ensure the restoration and availability of UT System data.
29. Is a Business Continuity Plan (BCP) in place that ensures minimal disruption of services provided to UT System? If yes, what is the maximum amount of time that services may be unavailable?
30. Does a Data Backup and Recovery plan procedures exist? If yes, summarize or provide an outline of the plan. If not, describe what alternative methods will be used to ensure the restoration and availability of UT System data.
31. Will critical UT System data be backed up to an offline (completely isolated) location that can be restored in the case of a successful Ransomware attack?
32. Does the Contractor utilize an air gap or vaulted backup strategy?
33. Explain how UT System data is reliably destroyed upon request or under the terms of the contractual agreement? What evidence will be provided to System after data has been successfully destroyed?

Security Logging, Monitoring and Incident Response

34. Do the proposed services allow administrative or 'super user' level changes to UT System data that isn't tracked through audit logs?
35. Does the Contractor utilize a formal Security Operations Center (SOC), either internally staffed or contracted to a third party? If yes, where is it (or if multiple, describe) geographically located? Does it operate on a 24x7x365 schedule?
36. Are adequate logs generated and stored to validate security controls function as designed, including MFA requirements?
37. What is the average log retention period?
38. Are all systems that support or connect to services and systems provided in this Proposal configured to generate logs to a central storage location? If not, how is visibility into anomalous activity ensured?
39. Summarize how multiple security logs and event data are correlated, analyzed and acted upon.
40. Provide an example of technology controls (e.g. DLP, firewall, IDS/IPS, Endpoint Detection, etc..) coupled with a process that is used to monitor the confidentiality, integrity and availability of the service proposed.
41. Provide two examples of a procedure in place to ensure timely mitigation of detected vulnerabilities and security incidents?

42. Provide the Table of Contents or an overview of the Security Incident Response Plan (IRP) and one example for each category: protection, detection, identification, and recovery.
43. Is there a component of the IRP that addresses how the Contractor will work with customers and subcontractors when a security or privacy incident involving UT System data is detected?
44. Summarize the procedures in place to isolate or disable suspicious or compromised systems that interact with the Service proposed?
45. When a significant incident that requires digital forensic investigation is declared, could UT System data be retained for forensic purposes? If so, how will this affect business processes for UT System?
46. Describe two examples of a method or process used to detect and prevent actions taken by an unauthorized entity attempting to access data, e.g., auto-generated audit reports or alerts.
47. Are there automated alerts or reports that monitor unauthorized access to confidential data? If yes, is the Contractor willing to provide these to UT System?
48. Are controls in place to detect Ransomware or precursor events to a Ransomware attack? If yes, describe these.
49. If Ransomware is discovered in the Contractor's systems, what is the first step to mitigation?
50. If UT System discovers that a serious vulnerability exists in the Contractor's platform, describe the process for reporting, how and when the risk will be remediated.

ⁱ Website architecture. A diagram and narrative of website logical structure, data flow, and design of the technical, security, functional, and visual components.

ⁱⁱ Penetration and vulnerability test. Contractor may choose to either allow UT System to conduct a vulnerability scan on a test environment that mirrors the actual production environment or provide an attestation of a third-party vulnerability assessment. Review and acceptance of the findings shall comply with [UTS 165 Standard 10.8](#).

ⁱⁱⁱ Approved access and authentication mechanisms. Reference [NIST 800-53B](#) and [UTS 165 Standard 4: Access Management](#) for approved standards. A unique identifier that does not include the individual's social security number, in full or part per [UTS 165 Standard 13: Use and Protection of Social Security Numbers](#).

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