REQUEST FOR PROPOSAL

#### The University of Texas Health Science Center at Houston

**for**

#### RFP No.: 744-R1824 –SOD

#### Faculty Performance Management System

Bid Submittal Deadline: Tuesday, August 15th, 2018 at 2 p.m. CST

HUB Plan Submittal Deadline: Wednesday, August 16th, 2018 at 2 p.m. CST

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Prepared By:

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07/17/18

Request for PROPOSAL

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##### SECTION 1

**INTRODUCTION**

* 1. **Description of University**

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

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

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

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

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

**1.2 Background and Special Circumstances**

“Improving Oral Health … Improving Overall Health” is the school’s vision statement and reflects the UTHealth School of Dentistry’s (UTSD) approach to patient care. The school is widely known for its predoctoral and postgraduate clinics, where students and residents provide care under faculty

supervision. The school also offers a multi-disciplinary faculty practice (UT Dentists) that includes a group practice located inside the school, an oral pathology (biopsy) service, oral and maxillofacial surgery services in Scurlock Tower, pediatric dentistry in Houston

Medical Center Plaza, and oral and maxillofacial imaging services through UT Dentists.

Students gain clinical experience at the school, in community clinical rotations, and on the school’s two mobile dental vans. Using the latest dental technologies such as digital imaging, digital impressions, CAD/CAM, electronic patient records and laser dentistry, UTSD students actively participate in caring for a variety of patient populations. The School of Dentistry is a primary source of quality oral health care for low-income families, the traditionally underserved, and for patients with special needs and/or medical co-morbidities. UTSD has clinical affiliations with five hospitals and dozens of schools, community agencies and long-term care centers.

**1.3 Objective of Request for Proposal**

The University of Texas Health Science Center at Houston (**University**) 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**), including (1) the design and development of an interactive, responsive, and easy-to-use application OR customizing an existing performance management software solution to meet the scope requirements listed in 5.4 for faculty performance management; (2) the implementation of the application; and (3)  the end user training and ongoing support of the application.

**1.4 Group Purchase Authority**

Texas law authorizes institutions of higher education (defined by [§61.003, *Education Code*](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.61.htm#61.003)) to use the group purchasing procurement method (ref. §§[51.9335](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.51.htm#51.9335), [73.115](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.73.htm#73.115), and [74.008](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.74.htm#74.008), *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System (**UT System**), which is comprised of fourteen institutions described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

**SECTION 2**

**NOTICE TO PROPOSER**

**2.1 Submittal Deadline**

University will accept proposals until **2 p.m. Central Time, on Tuesday, August 15th, 2018** (**Submittal Deadline**).

**2.2 RFP Contact Information and Questions**

Interested parties may direct questions about this RFP to:

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, Texas 77054

Lauren Roberts

 Email to: Lauren.Roberts@uth.tmc.edu

Subject Line: RFP No. 744-R1824

*University instructs interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) in accordance with this Section on or before* ***2 PM*** *on* ***August 6th, 2018*** *(****Question Deadline****), or (ii) if questions relate to Historically Underutilized Businesses, in accordance with* ***Section 2.5****.*

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

**2.3 Criteria for Selection**

The successful Proposer, if any, selected by University through this RFP will be the Proposer that submits a proposal on or before the Submittal Deadline that is the most advantageous to University. **Contractor** means the successful Proposer under this RFP.

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 Contractor will be based on the information provided in the proposal. University may consider additional information if University determines the information is relevant.

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

* + 1. Threshold Criteria Not Scored
			1. Ability of University to comply with laws regarding Historically Underutilized Businesses; and

2.3.1.2 Ability of University to comply with laws regarding purchases from persons with disabilities.

* + 1. Scored Criteria
			1. **35%** Cost
			2. **25%** Vendor Capabilities
			3. **40%** Approach and Work Plan

**2.4 Key Events Schedule**

Date RFP Issued July 17, 2018

 Pre-Proposal Conference Tuesday, July 26th, 2018 at 9 a.m. CST

 (ref. **Section 2.6**)

Question Deadline Monday, August 6th, 2018 at 2 p.m. CST

(ref. **Section 2.2**)

Submittal Deadline Tuesday, August 15th, 2018 at **2p.m.** CST

(ref. **Section 2.1**)

HSP Submittal Deadline Wednesday, August 16th, 2018 at 2 pm CST

(ref. **Section 2.5** of this RFP)

**2.5 Historically Underutilized Businesses**

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

2.5.2 University has reviewed this RFP in accordance with [34 TAC §20.285](http://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=285), and has determined that subcontracting opportunities are probable under this RFP.

2.5.3 A HUB Subcontracting Plan (**HSP**) is a required part of the proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses, attached as **APPENDIX THREE**.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including* ***APPENDIX THREE****. Proposers that fail to submit the HSP will be considered non-responsive to this RFP as required by* [§2161.252, *Government Co*de](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2161.htm#2161.252)*.*

*Questions regarding the HSP may be directed to:*

*Contact: Shaun McGowan*

*HUB & Small Business Program Manager*

*Phone: (713) 500-4862*

*Email:* *Shaun.A.McGowan@uth.tmc.edu*

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

2.5.4 *At the same time Proposer submits its* proposal *(no later than the Submittal Deadline (ref.* ***Section 2.1****))*, Proposer must submit the following HUB materials (**HUB Materials**):

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

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

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

2.5.4.2 Name and the return address of Proposer, and

2.5.4.3 Phrase “HUB Subcontracting Plan.”

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

University will open Proposer’s HSP Envelope prior to opening the proposal to confirm Proposer submitted the HSP. Proposer’s failure to submit the HSP will result in University’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

**Note**: The requirement that Proposer provide the HSP under this **Section 2.5.4** is separate from and does not affect Proposer’s obligation to provide University with the number of copies of its proposal specified in **Section 3.1**.

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

**2.6 Pre-Proposal Conference**

University will hold a pre-proposal conference at **9 a.m, Central Time on Thursday, July 26th, 2018,** in Room **SOD 4416 of School of Dentistry Building** at **7500 Cambridge Street, Houston, TX 77054.** The pre‑proposal conference will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP.

**SECTION 3**

**SUBMISSION OF PROPOSAL**

**3.1 Number of Copies**

Proposer must submit (a) **seven (7)** complete paper copies of its *entire* proposal, and (b) *one (1) complete electronic copy of its entire proposal in a single .pdf file on a flash drive*. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal. One (1) copy Section 6, Pricing and Delivery Schedule needs to be submitted with “original” only.

**3.2 Submission**

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

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, TX 77054

Attn: Lauren Roberts

**3.3 Proposal Validity Period**

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

**3.4 Terms and Conditions**

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

 3.4.1.1 Specifications and Additional Questions (ref. **Section 5**);

 3.4.1.2 Agreement (ref. **APPENDIX TWO**);

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

 3.4.1.4 Notice to Proposers (ref. **Section 2**).

**3.5 Submittal Checklist**

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

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

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

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

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

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

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

**SECTION 4**

**GENERAL TERMS AND CONDITIONS**

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

**SECTION 5**

**SPECIFICATIONS AND ADDITIONAL QUESTIONS**

**5.1 General**

Minimum requirements and specifications for Work, 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**, **Contractor** means the successful Proposer.

**5.2 Minimum Requirements**

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

* + 1. Must have at least three (3) years application development experience
		2. Must meet all UTHealth Policies including:
			1. The University of Texas System ("UT System") Policy [UTS 150](https://www.utsystem.edu/board-of-regents/policy-library/policies/uts150-access-persons-disabilities-electronic-and)  Access by Persons with Disabilities to Electronic and Information Resources Procured or Developed by The University of Texas System Administration and The University of Texas System Institutions
			2. UTHealth HOOP Policy  [116](https://www.uth.edu/hoop/policy.htm?id=1448080)  Editorial, Graphic, Web and Signage Standards
			3. The University of Texas System ("UT System") Policy [UTS 165](https://www.utsystem.edu/board-of-regents/policy-library/policies/uts-165-information-resources-use-and-security-policy) Information Resources Use and Security Policy
		3. Must provide portfolio of previous application development work
		4. Must provide ongoing technical support through annual maintenance/support program. Maintenance/support program must provide timely phone and email support

**5.3 Additional Questions Specific to this RFP**

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

* + 1. If Proposer takes exception to any terms or conditions set forth in **APPENDIX TWO**, Proposer must submit a list of the exceptions.

5.3.2 In its proposal, Proposer must indicate whether it will consent to include in the Agreement the “Access by Individuals with Disabilities” language that is set forth in **APPENDIX FIVE, Access by Individuals with Disabilities**. If Proposer objects to the inclusion of the “Access by Individuals with Disabilities” language in the Agreement, Proposer must, as part of its proposal, specifically identify and describe in detail all of the reasons for Proposer’s objection. NOTE: A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION.

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

5.3.4 In its proposal, Proposer must respond to each item listed in **APPENDIX SEVEN, Security Characteristics and Functionality of Contractor’s Information Resources. 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 Contractor.

5.3.5 Does your company meet the minimum qualifications in Section 5.2 of this RFP?

5.3.6 Please describe your company’s experience in application design and application development. Include the number of years’ experience you have in this area.

5.3.7 Please demonstrate your knowledge of current academic industry and development standards.

5.3.8 Provide at least three (3) examples of projects similar to the scope of work in this RFP that your company has successfully completed. Include your client’s name, approximate date range of project (month/year - month/year), a brief project description, and samples (such as screenshots or PDFs) of each project.

5.3.9 What experience does your company have working with universities and other educational organizations?

5.3.10 How many people from your company will work on this project? Please specify each person’s name, title, role in this project, and include his/her resume.

5.3.11 Can your company perform all services related to this project in-house? If not, which specific portion of the project will be outsourced and to what specific company?

5.3.12 Will any third party contracts be obtained or required to implement the application? If yes, please explain in detail.

5.3.13 Will direct access to the database be available to the University for reporting, data mining, or analysis?

5.3.14 Are there limitations to the number of users or concurrent users?

5.3.15 Describe any difficulties your company anticipates in performing the project and how your company plans to manage these difficulties. Include the assistance your company will require from University.

5.3.16 Provide a detailed project timeline with milestones. Include your recommended approval and acceptance processes for the project. Identify resources you will need from University and include duration of tasks.

5.3.17 Does the application or website have full functionality on Internet Explorer, Chrome, Firefox, Safari, iOS, Android, Microsoft Edge?

5.3.18 Are there any uploaded file or database size restrictions? If yes, please define.

5.3.19 Describe your project management process.

5.3.20 Define your companies definition of customer service.

5.3.21 What is your strategy for maintenance and support of the application after go-live? Please outline SLA for support.

5.3.22 What database(s) will the application utilize?

5.3.23 What language and framework (if applicable) will be used to develop the application?

**5.4 Scope of Work**

Contractor will provide the following services to University:

* + 1. **Goals**
* Design and develop an interactive, responsive, and easy-to-use application for faculty performance management
* User data to be dynamically populated/updated (where possible) from AD/LDAP
* Allow faculty to import pdfs from previous system (up to 7 years)
* Deploy application in a secured environment
* Project must be completed with application ready for use by May 2019
	+ 1. **Objectives**

Note: In the sections below the term “screen(s)” is used to refer to a section or function within the application. The application can be designed to use tabs, scrolling, or any other appropriate user interface.

* + - 1. **Faculty Performance Management System must have:**
* All sections/screens should have option to include description or instructions for users
* Required fields will be defined during the design phase
* Field masking/auto format for all applicable fields such as phone numbers
* Error handling to should be included. Error messages should be self-explanatory
* Input validation should be used to verify data entered
* System Administrative Functions
	+ Department Defaults
		- Upload or define departmental scoring guide. (Note: previous guides need to be archived and available if needed)
		- Designate department for auto peer review lead.
			* When this is set for a department, the function will change the Annual Review status to Peer Reviewed once all assigned peer reviews are complete.
			* The Peer Review Lead score should be set to the weighted average of scores based on the % allocated in workload (see page 16). Itemized peer reviews are used for final calculations.
			* A rating for each section (Teaching, Research, Service, etc.) should be calculated.
			* The final rating provided should be a weighted average based on the calculated score for each section and the % allocated
		- All calculations should be rounded up
		- Designate department for auto assign faculty to peer reviewers.
			* This is only used when the peer reviewers for the department review all faculty in the department.
			* This function will create peer review assignments for all peer reviewers in the department to review all faculty in the department.
		- Indicate whether peer reviewers and chair are emailed once status is changed and faculty is ready for review and on their list
	+ User Management Screen
		- Must have search function
		- Must include ability to filter users by role
		- Fields
			* First Name
			* Middle Initial
			* Last Name
			* Degrees (Multiple rows allowed)
				+ Degree (Drop down: TBD)
				+ University
				+ Year
			* Title
			* Office Number
			* Phone Number
			* Email
			* FTE (Drop Down: 0.1, 0.2, 0.3, 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0)
			* Department/Administrative Group (Drop Down: Diagnostic and Biomedical Sciences, Endodontics, General Practice and Dental Public Health, Oral and Maxillofacial Surgery, Orthodontics, Pediatric Dentistry, Periodontics and Dental Hygiene, Restorative Dentistry and Prosthodontics, Office of the Dean, Patient Care, Finance and Administration, Professional Development and Faculty Affairs, Research, Strategic Planning, Student and Academic Affairs, Technology Services and Informatics)
			* Chair (Yes/No)
			* Associate Dean (Yes/No)
			* Tenured (Yes/No)

If Tenured is No

* + - * + Tenure Track (Yes/No)

If Tenure Track is Yes

* Include clock or text

Countdown to when application is due

Countdown to when tenure must be reached

Details to be defined in design session

If Tenure Track is No

* Do not include clock or text

If Tenured is Yes

* + - * + Remove Tenure Track and associated items
			* Track (Drop Down: List Below)

If Tenured or Tenure Track is Yes

* + - * + Assistant Professor
				+ Associate Professor
				+ Professor

If Tenure Track is No

* + - * + Instructor
				+ Lecturer
				+ Assistant Professor
				+ Associate Professor
				+ Professor
			* Track Start Date
			* Pathway (Drop Down: List Below)

If Tenured or Tenure Track is Yes

* + - * + Clinical Educator Pathway
				+ Scientist Educator Pathway

If Tenure Track is No

* + - * + Clinical Educator Pathway
				+ Scientist Educator Pathway
				+ Research Pathway
			* History for Track and Track Start Date (View Only)
			* Documents (Multiple Rows Allowed)
				+ Fields

Type (Drop Down: CV, CODA Bio Sketch, NIH Bio Sketch, Teaching, Philosophy, Certificates, Honors)

Description

File (Allow for upload)

* + - * + Include date/timestamp in database
				+ Need ability to view previous versions
			* Picture (Allow for upload)
			* Start Date
			* Expiration Date
			* Deleted (Yes/No)
	+ Peer Reviewee Section
		- \*\* Only available if user role is set to System Administrator or Chair Role
		- Display List Builder/Two-sided multi-select list with names of all current faculty for department

Example



* + - All faculty selected should be available for faculty in the Peer Review Role
		- Note: Faculty in the Peer Review Lead Role have access to all faculty in department (Except faculty marked as Chair or Associate Dean)
		- This section should be associated with the user account when accessed by System Administrators on the User Management Screens
		- Include dropdown to allow user to select which faculty to assign peer reviewees. The dropdown should include all faculty in the same department as the user (Except faculty marked as Chair or Associate Dean)
* System Administrator Role
	+ Administrator can add/edit/delete users
	+ Administrator can add/edit/delete records entered by faculty (all screens/roles), including uploads
	+ Administrator can add/edit/delete peer review assignments
	+ Administrator can add/edit/delete reports
	+ Administrator can assign/edit user roles
	+ Administrator can manually (or on specified date) end current year and begin new review cycle. Need function to automatically:
		- Archive current year’s data
		- Change all user roles set as Peer Review or Peer Review Lead Roles to Faculty Role
		- Set all faculty annual review statuses to not started for new year
* Dean Role
	+ Assigned on user profile by System Administrator
	+ Role has access to all faculty. Type of access is determined by Faculty Role and annual review status.
* School Administrative Role
	+ Assigned on user profile by System Administrator
	+ Role has access to all faculty in system
	+ Role has view access to Dean Review Screens, and full access to Faculty Data Entry Screens to enter their own information (If applicable)
* Chair Role
	+ Assigned on user profile by System Administrator and linked to department on user profile
	+ Role has access to all faculty in their department (except faculty marked as Associate Dean)
* Peer Review Role
	+ Assigned on user profile by System Administrator
* Peer Review Lead Role
	+ Assigned on user profile by System Administrator
* Faculty Role
	+ Default role assigned to users
* Faculty Designee Role
	+ User has been assigned as designee to enter information for specified faculty member
	+ Security should mirror Faculty Role, but should indicate items completed by designee
	+ Designees may fulfil role for multiple faculty
	+ Designees should **not** be able to submit Faculty Annual Review section
	+ Process to assign designee for a faculty should be specified during design process
* Primary Application
	+ Faculty Data Entry Screens
		- **Faculty Profile**
			* + User Information
			* Fields
			* First Name
			* Middle Initial
			* Last Name
			* Degrees (Multiple rows allowed)
				+ Degree (Drop down: TBD)
				+ University
				+ Year
			* Title
			* Office Number
			* Phone Number
			* Email
			* FTE (Drop Down: 0.1, 0.2, 0.3, 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0)
			* Department/Administrative Group (Drop Down: Diagnostic and Biomedical Sciences, Endodontics, General Practice and Dental Public Health, Oral and Maxillofacial Surgery, Orthodontics, Pediatric Dentistry, Periodontics and Dental Hygiene, Restorative Dentistry and Prosthodontics, Office of the Dean, Patient Care, Finance and Administration, Professional Development and Faculty Affairs, Research, Strategic Planning, Student and Academic Affairs, Technology Services and Informatics)
			* Chair (Yes/No)
			* Associate Dean (Yes/No)
			* Tenured (Yes/No)

If Tenured is No

* + - * + Tenure Track (Yes/No)

If Tenure Track is Yes

* Include clock or text

Countdown to when application is due

Countdown to when tenure must be reached

Details to be defined in design session

If Tenure Track is No

* Do not include clock or text

If Tenured is Yes

* + - * + Remove Tenure Track and associated items
			* Track (Drop Down: List Below)

If Tenured or Tenure Track is Yes

* + - * + Assistant Professor
				+ Associate Professor
				+ Professor

If Tenure Track is No

* + - * + Instructor
				+ Lecturer
				+ Assistant Professor
				+ Associate Professor
				+ Professor
			* Track Start Date
			* Pathway (Drop Down: List Below)

If Tenured or Tenure Track is Yes

* + - * + Clinical Educator Pathway
				+ Scientist Educator Pathway

If Tenure Track is No

* + - * + Clinical Educator Pathway
				+ Scientist Educator Pathway
				+ Research Pathway
			* History for Track and Track Start Date (View Only)
			* Documents (Multiple Rows Allowed)
				+ Fields

Type (Drop Down: CV, CODA Bio Sketch, NIH Bio Sketch, Teaching, Philosophy, Certificates, Honors)

Description

File (Allow for upload)

* + - * + Include date/timestamp in database
				+ Need ability to view previous versions
			* Picture (Allow for upload)
				+ Workload
			* Display history when available. Years to include determined in design phase
			* Populated from previous years proposed workload (Unless new)
			* If workload has changed from previous year, allow faculty to indicate it was changed and provide fields for add/edit/delete
			* Fields
				+ Type (Drop Down: Teaching, Research, Administrative, Patient Care, Service)
				+ Percentage (must total 100%)
			* If changed, indicate change in visible fashion (to be determined during design phase. Should be noticeable to chair during review)
				+ Auto save any changes to profile
		- **Annual Review**
			* + Faculty Activity Report
			* **Core Sections** (Only sections selected in workload are displayed)
			* Teaching (Multiple Entries Allowed)
				+ Didactic or Clinical Radio Button
				+ If Didactic Selected

Fields

Course Name

Type of Student (Checklist: DH, DDS, Res/Prec, CE)

Number of Students

Number of Lectures

Number of Laboratory Lectures

Number of Clinic Lectures

Number of Case Lectures

Number of Other Lectures

Number of Prep Lectures

Type of Course (Drop Down: TBD)

Syllabus (Allow for upload)

* + - * + If Clinical Selected

Fields

Clinic Name (Drop Down: TBD)

Type of Student (Checklist: DH, DDS, Res/Prec, CE)

Number of Students

Average Number of Days/Week in Clinic (Drop Down: 0.5, 1.0, 1.5, 2.0, 2.5, 3.0. 3.5, 4.0, 4.5, 5.0)

* + - * + Student Evaluations (Multiple Entries Allowed)

Number of Evaluations should be greater than or equal to the count of entries listed under clinical or didactic teaching

Fields

Document Type (Drop Down: Course Evaluations, Clinical Teaching Evaluations, Other)

Document (Allow for upload)

Comment

* + - * Research (Multiple Entries Allowed)
				+ Fields

Title

Percentage Effort

Role (Drop Down: Principal Investigator, Co-Investigator, Sponsor, Participant, Other)

Active (Yes or No)

Funded (Yes or No)

Budget

* + - * Patient Care (Faculty Practice)
				+ Fields

Clinic Name (Checkboxes: Check all that apply)

|  |  |
| --- | --- |
| Outpatient Sites | Inpatient Sites |
| Bering-Omega Dental Clinic | Ben Taub General Hospital |
| Brazos Valley/College Station Community Health Center | Mobile Dental Van |
| Fort Bend Family Health Center | Houston Medical Center |
| Health Department (Antoine) | LBJ |
| Hope Clinic (in Alvin) | MD Anderson Cancer Center |
| Interfaith Community Clinic | Memorial Hermann Hospital |
| La Nueva Casa de Amigos | Michael E DeBakey VA Medical Center |
| Other | Other |
| San Jose Clinic | Shriners Hospital for Sick Children |
| Scurlock Tower | Scurlock Tower |
| Southeast Health Department (Pasadena) | The Methodist Hospital |
| Tijerina Elementary School | UT Dentists |
| VA Dental Clinic | University Dental Center |

Total Hours

Comments

* + - * Service (Multiple Entries Allowed)
				+ Fields

Type (Drop Down: Committee, Other)

If Type Committee Selected

Role (Drop Down: Chair, Vice Chair, Ex-Officio, At Large, Member, Secretary, Treasurer, Other)

Type (Radio Button: School of Dentistry, Other)

Committee Name

If School of Dentistry Selected (Drop Down: Advanced Education Committee, "Appointment, Promotion & Tenure Committee", Clinical Affairs Committee, Committee on Committees, Credentialing Committee, Curriculum Committee, Dental Admissions Committee, Dental Hygiene Admissions & Curriculum Committee, Faculty Development & Evaluation Committee, Outcomes Assessment Committee, Research Committee, Technology Committee, Student Evaluation & Promotion Student Evaluation & Promotion: 1st Year Subcommittee, Student Evaluation & Promotion: 2nd Year Subcommittee, Student Evaluation & Promotion: 3rd & 4th Year Subcommittee, Student Evaluation & Promotion: Dental Hygiene Subcommittee)

If Other Selected

Committee Name (Text box)

Comments

If Type Other Selected

Description

* + - * Administrative
				+ Fields

Title (Drop Down: Associate Dean, Director, Department Chair, Other)

If Title Other Selected

Description

Department/Administrative Group (Drop Down: Diagnostic and Biomedical Sciences, Endodontics, General Practice and Dental Public Health, Oral and Maxillofacial Surgery, Orthodontics, Pediatric Dentistry, Periodontics and Dental Hygiene, Restorative Dentistry and Prosthodontics, Office of the Dean, Patient Care, Finance and Administration, Professional Development and Faculty Affairs, Research, Strategic Planning, Student and Academic Affairs, Technology Services and Informatics, Other)

If Department/Administrative Group Other Selected

Description

Comments

* + - * **Additional Items Section**
				+ Awards (Multiple Entries Allowed)

Fields

Title

Description

Date Received

Type (Drop Down: Teaching, Research, Committee Service, Clinical Practice, Other)

File (Allow for upload)

* + - * + Presentations (Multiple Entries Allowed)

Fields

Title

Description

Type (Drop Down: CE, Panel Discussion, Poster/Table Clinic, Plenary Speaker, Speaker, Webinar, Workshop)

Location

Category (Radio Button: Local, National, International)

Date

Hours Spent

Invited (Yes or No)

File (Allow for upload)

* + - * + Publications (Multiple Entries Allowed)

Fields

Title

Category (Drop Down: Abstract, Article, Book, Book Chapter)

Status of Publication (Drop Down: Under Review, In Press, Published)

Location (Drop Down: Journal, Book, TBD)

Date of Publication

File (Allow for upload)

* + - * + Attendance

Fields

Type (Drop Down: CE Course, Conference, Presentation, TBD)

Date

Location

Credits (Drop Down: TBD)

* + - * + **Faculty Development Plan**
			* Two Sections on Page:
				+ Goals
				+ Current
				+ List of goals entered in previous year Allow users to update Status and Active fields
				+ Fields

View Only

Title

Description

Type (Drop Down: Teaching, Research & Scholarly, Service, Other)

Editable

Status (Drop Down: Attained, Significant Progress, Marginal Progress, Negligible/No Progress)

Active (Yes or No)

If Status is set to Attained, set Active to No and disable

* + - * + If goal Status is not Attained and Active is Yes, automatically add goal to Proposed section
				+ Proposed
				+ Ability to add new goals for upcoming year
				+ Fields

Editable

Title

Description

Type (Drop Down: Teaching, Research & Scholarly, Service, Other)

View Only

Active – default to Yes

Status – default to Negligible/No Progress

* + - * + Workload
				+ Current (View Only)

Populated from Workload section on page 16

Fields

Type (Drop Down: Teaching, Research, Administrative, Patient Care, Service)

Percentage (must total 100%)

* + - * + Proposed

Fields

Type (Drop Down: Teaching, Research, Administrative, Patient Care, Service)

Percentage (must total 100%)

Populated from Current Workload section but allow add/edit/delete

* + - * + **Faculty Annual Review Summary**
			* \*\*This section is only available once the status is set to Chair Reviewed
			* Peer review lead summary (score and comments)
			* Chair review summary (score and comments)
			* Fields:
				+ Agreement (Yes or No)

Will need to include verbiage asking if the faculty agrees with their final rating

If No is selected, status needs to be changed to Dean Review, and verbiage to alert faculty of process needs to be displayed

This text should be defined during design phase

* + - * + Comments (Only displayed if No is selected on Agreement)
				+ Sign-off function/field

Process to be determined during design process

If Yes selected on Agreement, the sign-off should change the status to Completed

* + - * + Faculty can copy the information from the previous year to allow for easy editing for use with current year’s entry
				+ Copy functionality should be optional and apply to all applicable screens/sections
				+ Screens must be provided to allow for access to previous years content in an easy to navigate format
				+ Screens need to allow for 7 years of previous content. Additional years must be available through reporting or export function
				+ Faculty Annual Review status should start at Not Started as of specified month each year.
				+ Faculty Annual Review status should change to In Process upon first save/update
				+ Faculty Annual Review must allow for saving once process is started each year
				+ Annual Review must allow for submission. Submission should change faculty status from In Process to Faculty Submitted
				+ Once submitted, faculty cannot edit Faculty Annual Review screens unless the status is switched back to In Process by Chair
				+ Export function for Faculty Annual Review must be provided. Export should provide pdf and be available for current and previous 7 years. Format to be determined during design phase
	+ Individual Peer Review Screens
		- Screens are only available to faculty assigned Peer Review Role
		- Faculty performing peer reviews should only have access to view peer reviews assigned to and completed by them. Peer reviewers cannot view reviews completed by other faculty peer reviewers
		- Faculty List Screen
			* Includes all faculty that are assigned to the user for peer review and have a status of Faculty Submitted
			* List should be sorted by last name, first name
			* Only faculty assigned to the user for peer review should be accessible
			* Fields:
				+ First Name
				+ Middle Initial
				+ Last Name
				+ Status (Faculty Submitted, Peer Reviewed)
			* Search by name feature
			* List should allow for selection of faculty for review
		- Summary & Review Screen
			* Include all input from Faculty Data Entry Screens in summarized view
			* Section for peer rating
				+ Should include ability to score each core section of workload completed by faculty in the Faculty Activity report. Items with 0% allocated or no entry will not be available to score
				+ Department Scoring Guide (Text or Graphic for department – only display if provided)
				+ Fields

Score (Drop Down: 1-Unsatisfactory, 2-Does Not Meet Expectations, 3-Meets Expectations, 4 Exceeds Expectations)

Comments

* + - * + Submit Individual Peer Review to remove item from their list
				+ Status is not changed during this step
	+ Peer Review Lead Screens
		- Screens are only available to faculty assigned Peer Review Lead Role
		- Faculty List Screen
			* Includes all faculty that are in the same department as the Peer Review Lead and have a status of Faculty Submitted (Except faculty marked as Chair or Associate Dean)
			* List should be sorted by last name, first name
			* Fields:
				+ First Name
				+ Middle Initial
				+ Last Name
				+ Status (Faculty Submitted, Peer Reviewed)
				+ # Peer Reviews Completed (Calculated off peer review assignments)
				+ # Peer Reviews Outstanding (Calculated off peer review assignments)
			* Search by name feature
			* Filter by # outstanding
			* List should allow for selection of faculty for review
		- Summary & Review Screen
			* Include all input from Faculty Data Entry Screens in summarized view
			* Include all input Individual Peer Review Screens in summarized view
				+ Should list all assigned reviewers and indicate or flag those not yet completed
			* Section for peer review lead rating
				+ Should include ability to score each core section of workload completed by faculty in the Faculty Activity report. Items with 0% allocated or no entry will not be available to score
				+ Department Scoring Guide (Text or Graphic for department – only display if provided)
				+ Fields

Score (Drop Down: 1-Unsatisfactory, 2-Does Not Meet Expectations, 3-Meets Expectations, 4 Exceeds Expectations)

Comments

Status (Faculty Submitted, Peer Reviewed)

* + - * + Allow for submission button to remove from list. Ensure status is changed to Peer Reviewed upon submission
	+ Chair Review Screens
		- Screens are only available to faculty assigned Chair Role
		- Faculty List
			* Includes all faculty that are part of department (Except their own record or faculty marked as Associate Dean)
			* Fields:
				+ First Name
				+ Middle Initial
				+ Last Name
				+ Status
			* Search by name feature
			* Allow custom sort (name or status)
			* Allow filtering by status
			* List should allow for selection of faculty for review
		- Summary & Review Screen
			* Include all input from Faculty Data Entry Screens in summarized view
			* Include all input Individual Peer Review Screens in summarized view
			* Include all input from Peer Review Lead Screens in summarized view
			* Section for chair rating
				+ Department Scoring Guide (Text or Graphic for department – only display if provided)
				+ Fields

Score (Drop Down: 1-Unsatisfactory, 2-Does Not Meet Expectations, 3-Meets Expectations, 4 Exceeds Expectations)

Comments

Status (In Process, Faculty Submitted, Peer Reviewed, Chair Reviewed)

* + Dean Review Screens
		- Screens are only available to faculty assigned Dean Role
		- Assigned Faculty List
			* Includes all faculty in the Chair Role and a status of Faculty Submitted
			* Fields:
				+ First Name
				+ Middle Initial
				+ Last Name
				+ Status (In Process, Faculty Submitted)
			* Search by name feature
			* Allow custom sort (Name or status)
			* Allow filtering by status
			* List should allow for selection of faculty for review
		- All Faculty List
			* Includes all faculty regardless of role
			* Fields:
				+ First Name
				+ Middle Initial
				+ Last Name
				+ Status
			* Search by name feature
			* Allow custom sort (Name or status)
			* Allow filtering by Status
			* List should allow for selection of faculty for viewing
		- Final Rating Review List
			* Includes all faculty with a status of Dean Review
			* Fields
				+ First Name
				+ Middle Initial
				+ Last Name
				+ Department
			* Search by name feature
			* Allow custom sort (Name or department)
			* Allow filtering by department
			* List should allow for selection of faculty for review
		- Summary & Review Screen
			* Include all input from Faculty Data Entry Screens in summarized view
			* Include all input Individual Peer Review Screens in summarized view
			* Include all input from Peer Review Lead Screens in summarized view
			* Include content from Chair Review Screens (Content depends on list linked from)

Assigned Faculty List

* + - * + Section for chair rating

Fields

Score (Drop Down: 1-Unsatisfactory, 2-Does Not Meet Expectations, 3-Meets Expectations, 4 Exceeds Expectations)

Comments

Status (In process, Faculty Submitted, Chair Reviewed, Completed)

All Faculty List

* + - * + Include all input from Chair Review Screens in summarized view

Final Rating Review List

* + - * + Include all input from Chair Review Screens in summarized view
				+ Include ability to change Faculty Annual Review Status (Chair Reviewed, Dean Review, Completed)
				+ Add additional comment field for the dean’s comments
* Reporting
	+ Solution must support complex reporting that is easy to use
	+ Annual Departmental Report must be available for chairs and dean to run on demand
		- Format and specifications to be provided during design phase
		- Report includes department workload percentages, number of publications and their details, number of presentation and their details, number of awards and their details, and other such information
	+ Reporting must include by department listings of publications for specified year, and/or faculty
	+ Reporting must include lists of faculty based off status for a specified department
	+ New reports should be easy to add and not require contractor intervention
	+ Reporting should include list of faculty with summarization of workload by department
	+ All peer and chair reviews should be tied to user, but only available through audit report and not displayed in summaries
	+ Additional reports to be specified in design phase (up to 5)

***Contractor will provide the following services to University:***

* + - 1. Kickoff Meeting
				1. Face-to-face meeting with University staff to define:
* Project goals and expectations
* Roles of University staff and Contractor staff
* Project schedule
* Plan for user acceptance testing
* Plan for change control process
* Plan for risk management
* Outline anticipated risks and responses
* Project reporting and methods for answering Contractor questions
* Confirmation of business requirements
* Open questions on system from Contractor
	+ - * 1. Contractor shall submit documentation in the form of a report to detail the kickoff meeting discussions. In addition to documenting the results of the kickoff meeting, the report shall include any changes or supplements to the previously provided business requirements as a result of the kickoff meeting
			1. Design & Development
				1. Facilitate design meetings to ensure requirements are clear, required fields are specified, screen preferences are outlined, navigation is determined, reports are defined, and all other design aspects are clarified
				2. Create mock-up/proof of concept for user interface and workflow of Faculty Performance Management System
				3. Provide database schematic
				4. Apply University and State required standards for usability, accessibility, and brand standards
				5. Contractor shall provide time for up to three iterations of mock-up/proof-of-concept prior to development
				6. Obtain design acceptance letter from UTHealth School of Dentistry
				7. Develop and test the system
				8. Conduct a user acceptance test
				9. Obtain acceptance test approval letter from UTHealth School of Dentistry
				10. Move the system to production
				11. Obtain production system acceptance letter from UTHealth School of Dentistry
			2. Deliverables

Deliverable 1: Kick off meeting report

Deliverable 2: Mock-up/proof of concept for user interface

Deliverable 3: Workflow outline of Faculty Performance Management System

Deliverable 4: Database schematic

Deliverable 4a:Design acceptance letter from UTHealth School of Dentistry

Deliverable 5: Training materials for each role

Deliverable 6: Schedule for training

Deliverable 7: Training sessions

Deliverable 8: Code for application

Deliverable 8a:System Acceptance Test approval letter from UTHealth School of Dentistry

Deliverable 9: Maintenance for debugging, for approximately 60 days after delivery

Deliverable 10:System production system acceptance letter from UTHealth School of Dentistry

UNIVERSITY anticipates the system going live by May 2019

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

**Proposal of:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Proposer Name)

**To:** University

**Ref:** Faculty Development Management System

**RFP No.:** 744-R1824

Ladies and Gentlemen:

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

**6.1 Term of Agreement**

University anticipates that the term of the Agreement may be up to five (5) years with the initial term of the Agreement proposed to begin May 2019, and proposed to expire May 2020. University may elect to renew the Agreement for up to four (4) additional one (1) year terms.

**6.2 Pricing for Work and Expenses**

**1. Planning/design** (Kick-off meeting report, Mock-up/proof of concept for user interface, Workflow outline of Faculty Performance Management System, and Database schematic)

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars

**2. Implementation** (Completed application/system and Testing/Revisions)

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars

**3. Deployment/Training** (Training materials for each role, Schedule for training, Provide code for application, Finalize Application, Hold Training Sessions, Maintenance for debugging approximately 60 days after delivery)

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars

**4. Annual Maintenance/Support**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars

**5. Total Cost**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars

University will reimburse Contractor for expenses that have been pre-approved.

**6.3 Discounts**

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

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

September 2018 Kick-off meeting report

October 2018 Mock-up/proof of concept for user interface

November 2018 Workflow outline of Faculty Performance Management System

December 2018 Database schematic

March 2019 Completed application/system

March – April 2019 Testing/Revisions

April 2019 Training materials for each role

April 2019 Schedule for training

May 2019 Provide code for application

May 2019 Finalize Application

May 2019 Hold Training Sessions

June – July 2019 Maintenance for debugging approximately 60 days after delivery

**6.5 Payment Terms**

University’s standard payment terms are “net 30 days” as mandated by the *Texas Prompt Payment Act*(ref. [Chapter 2251, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm)).

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

Indicate below the prompt payment discount that Proposer offers:

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

[Section 51.012, *Education Code*](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.51.htm#51.012), authorizes University to make payments through electronic funds transfer methods. Respondent agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Respondent agrees to provide Respondent’s banking information to University in writing on Respondent letterhead signed by an authorized representative of Respondent. Prior to the first payment, University will confirm Respondent’s banking information. Changes to Respondent’s bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W‑9](https://www.irs.gov/uac/about-form-w9) signed by an authorized representative of Respondent.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, *Tax Code*](http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.151.htm#151.309)*,* and [Title 34 TAC §3.322](http://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=3&rl=322). Pursuant to [34 TAC §3.322(c)(4)](http://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=3&rl=322), University is not required to provide a tax exemption certificate to establish its tax exempt status.

 Respectfully submitted,

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

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

 (Authorized Signature for Proposer)

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

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

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

APPENDIX ONE

PROPOSAL REQUIREMENTS

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**SECTION 1**

**GENERAL INFORMATION**

**1.1 Purpose**

University is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by University.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of services to be performed, the detailed requirements of services to be provided, and the conditions under which services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

**1.2 Inquiries and Interpretations**

University may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFP. Only University’s responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer’s proposal.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone and facsimile (**FAX**) numbers, and email address, to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to that party.

**1.3 Public Information**

Proposer is hereby notified that University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (ref. [Chapter 552, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm)). 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](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.101), [552.104](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.104), [552.110](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.110), [552.113](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.113), and [552.131](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.131), *Government Code*.

**1.4 Type of Agreement**

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

**1.5 Proposal Evaluation Process**

University will select Contractor by using the competitive sealed proposal process described in this Section. Any proposals that are not submitted by the Submittal Deadline or that are not accompanied by required number of completed and signed originals of the HSP will be rejected by University as non-responsive due to material failure to comply with this RFP (ref. **Section 2.5.4**). Upon completion of the initial review and evaluation of proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

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

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

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

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

**1.6 Proposer's Acceptance of RFP Terms**

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

**1.7 Solicitation for Proposal and Proposal Preparation Costs**

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

**1.8 Proposal Requirements and General Instructions**

1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.

1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.

1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University’s sole discretion.

1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University’s sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University’s sole discretion.

**1.9 Preparation and Submittal Instructions**

1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5**). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by University, in its sole discretion.

1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6**), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of Work; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform Work that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing Work to University, and the time period within which Proposer proposes to be able to complete each such phase.

1.9.4 Proposer’s General Questionnaire

Proposals must include responses to the questions in Proposer’s General Questionnaire (ref. **Section 3** of **APPENDIX ONE).** Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

1.9.6 Submission

*Proposer should submit all proposal materials as instructed in* ***Section 3***. RFP No. (ref. **Title Page**) and Submittal Deadline (ref. **Section 2.1**) should be clearly shown (1) in the Subject line of any email transmitting the proposal, and (2) in the lower left‑hand corner on the top surface of any envelope or package containing the proposal. In addition, the name and the return address of the Proposer should be clearly visible in any email or on any envelope or package.

Proposer must also submit the HUB Subcontracting Plan (also called the HSP) as required by **Section 2.6**.

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

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University’s consent, which will be based on Proposer's written request explaining and documenting the reason for withdrawal, which is acceptable to University.

**SECTION 2**

**Execution of Offer**

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

**2.1** **Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:

2.1.1 Proposer will furnish Work to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.

2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer’s preparation of a response to this RFP.

2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing Work.

2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform Work.

2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of Work.

2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.

2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.

2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.

2.1.10 Proposer will defend with counsel approved by University, indemnify, and hold harmless University, UT System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.

2.1.11 Pursuant to §§[2107.008](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2107.htm#2107.008) and [2252.903](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.903), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.

2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer’s proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer’s intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer’s proposal.

2.1.13 Pursuant to [Chapter 2270, *Texas Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2270.v2.htm), Proposer certifies it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of any contract or agreement resulting from this RFP. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

2.1.14 Pursuant to [Subchapter F, Chapter 2252, *Texas* *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#F), Proposer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

**2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.

**2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, *Tax Code*](http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.171.htm), 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*](http://www.statutes.legis.state.tx.us/Docs/BC/htm/BC.15.htm), 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*](http://www.statutes.legis.state.tx.us/Docs/FA/htm/FA.231.htm#231.006)*,* 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*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.669.htm#669.003)).
* 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](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=OSHACT&p_id=2743)) and the *Texas Hazard Communication Act*, [Chapter 502, *Health and Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.502.htm), 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*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.361.htm#361.965), 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*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.361.htm#Y)*,* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328](http://texreg.sos.state.tx.us/public/readtac%24ext.ViewTAC?tac_view=5&ti=30&pt=1&ch=328&sch=I&rl=Y). [§361.952(2), *Health & Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.361.htm#361.952)*,* states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act*,* the term“computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

**2.12 Conflict of Interest Certification.**

* Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
* Proposer’s provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
* Proposer has disclosed any personnel who are related to any current or former employees of University.
* Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.

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

If Proposer is a Corporation, then State of Incorporation:

If Proposer is a Corporation then Proposer’s Corporate Charter Number: \_\_\_\_\_\_

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

**NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under §§**[**552.021**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.021) **and** [**552.023**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.023)**, *Government Code*, individuals are entitled to receive and review such information. Under** [**§559.004, *Government Code***](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.559.htm#559.004)**, 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**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.021) **and** [**552.023**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.023)**, *Government Code*, individuals are entitled to receive and review such information. Under** [**§559.004, *Government Code***](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.559.htm#559.004)**, 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*](http://www.statutes.legis.state.tx.us/Docs/FA/htm/FA.231.htm#231.006), 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*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm)), and other applicable law.

**3.2 Approach to Work**

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

3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.

3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:

3.2.3.1 Identification of tasks to be performed;

3.2.3.2 Time frames to perform the identified tasks;

3.2.3.3 Project management methodology;

3.2.3.4 Implementation strategy; and

3.2.3.5 The expected time frame in which the services would be implemented.

3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

**3.3 General Requirements**

3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.

3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

**3.4 Service Support**

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

**3.5 Quality Assurance**

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

**3.6 Miscellaneous**

3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

**SECTION 4**

**ADDENDA CHECKLIST**

**Proposal of:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Proposer Name)

**To:** University

**RFP No.:** 744-R1824 Faculty Development Management System

Ladies and Gentlemen:

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

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

Respectfully submitted,

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

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

 (Authorized Signature for Proposer)

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

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

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

APPENDIX TWO

sample Agreement

APPENDIX THREE

HUB SUBCONTRACTING PLAN

APPENDIX FIVE

**ACCESS BY INDIVIDUALS WITH DISABILITIES**

Contractor represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Contractor provides to University under this Agreement (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](http://texreg.sos.state.tx.us/public/readtac%24ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=213)*,* and [1 TAC §206.70](http://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=206&rl=70) (ref. [Subchapter M, Chapter 2054, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2054.htm#M).) To the extent Contractor becomes aware that EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants it will, at no cost to University, either (1) perform all necessary remediation to make EIRs satisfy the EIR Accessibility Warranty or (2) replace EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Contractor fails or is unable to do so, University may terminate this Agreement and, within thirty (30) days after termination, Contractor will refund to University all amounts University paid under this Agreement.

**APPENDIX SIX**

**ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS**

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

University is primarily aMicrosoft 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).
2. 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?
3. Operating System and Version:
4. Web Server: Is a web server required? If so, what web application is required (Apache or IIS)? What version? Are add-ins required?
5. Application Server:
6. Database:
7. Other Requirements: Are any other hardware or software components required?
8. Assumptions: List any assumptions made as part of the identification of these environment requirements.
9. Storage: What are the space/storage requirements of this implementation?
10. Users: What is the maximum number of users this configuration will support?
11. Clustering: How does the EIR handle clustering over multiple servers?
12. Virtual Server Environment: Can the EIR be run in a virtual server environment?
13. 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.

1. 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?
2. If the EIR requires special client software, what are the environment requirements for that client software?
3. 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?
4. 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?

1. 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?
2. 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)](http://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=213&rl=38):

1. Accessibility information for the electronic and information resources (**EIR**)[[1]](#footnote-2) products or services proposed by Proposer, where applicable, through one of the following methods:

(A) URL to completed Voluntary Product Accessibility Templates (**VPATs**)[[2]](#footnote-3) 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.

**APPENDIX SEVEN**

**Security Characteristics and Functionality of**

**Contractor’s INFORMATION RESOURCES**

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

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

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

**General Protection of University Records**

1. Describe the security features incorporated into Information Resources (ref. **Section 5.3.4**) to be provided or used by Proposer pursuant to this RFP.

2. List all products, including imbedded products that are a part of Information Resources and the corresponding owner of each product.

3. Describe any assumptions made by Proposer in its proposal regarding information security outside those already listed in the proposal.

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

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

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

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

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

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

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

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

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

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

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

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

**Access Control**

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

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

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

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

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

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

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

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

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

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

**Use of Data**

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

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

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

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

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

**Data Transmission**

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

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

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

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

**Notification of Security Incidents**

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

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

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

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

**Compliance with Applicable Legal & Regulatory Requirements**

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

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

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

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

1. Electronic and information resources are defined in [§2054.451, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2054.htm#2054.451) and [1 TAC §213.1 (6)](http://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=213&rl=1). [↑](#footnote-ref-2)
2. Voluntary Product Accessibility Templates are defined in [1 TAC §213.1 (19)](http://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=213&rl=1). For further information, see this [VPAT document](http://www.itic.org:8080/dotAsset/5644ecd2-5024-417f-bc23-a52650f47ef8.doc) provided by the Information Technology Industry Council. [↑](#footnote-ref-3)