

# REQUEST FOR PROPOSAL

The University of Texas Health Science Center at Houston

**To Select**

**An EDI Claims Clearinghouse Partner**

RFP No.: 744-2001 – EDI Clearinghouse Partner

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

Bid Submittal Deadline: 10/09/19 at 2 PM C.S.T.



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**09/09/19**

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

SECTION 1: INTRODUCTION ..... 3

SECTION 2: NOTICE TO PROPOSER ..... 8

SECTION 3: SUBMISSION OF PROPOSAL ..... 12

SECTION 4: TERMS AND CONDITIONS ..... 14

SECTION 5: SPECIFICATIONS AND ADDITIONAL QUESTIONS..... 15

SECTION 6: PRICING AND DELIVERY SCHEDULE ..... 19

Attachments:

APPENDIX ONE: PROPOSAL REQUIREMENTS

APPENDIX TWO: SAMPLE AGREEMENT

APPENDIX THREE: HUB SUBCONTRACTING PLAN

APPENDIX FOUR: CAMPUS MAP - Excluded

APPENDIX FIVE: Excluded

APPENDIX SIX: CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

## SECTION 1

### INTRODUCTION

#### 1.1 Description of University

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

- Medical School (MSB) - 6431 Fannin Street
- Medical School Expansion (MSE) – 6431 Fannin Street
- Cyclotron Building (CYC) – 6431 Fannin Street
- School of Dentistry (SOD) – 7500 Cambridge Street
- School of Public Health (SPH) - 1200 Pressler Street
- School of Nursing (SON) – 6901 Bertner Avenue
- School of Biomedical Informatics (SBMI) - 7000 Fannin Street
- Graduate School of Biomedical Sciences (GSBS)– 6767 Bertner Avenue
- Biomedical & Behavioral Sciences Building (BBS) – 1941 East Road
- Institute of Molecular Medicine (IMM) – 1825 Pressler Street
- Harris County Psychiatric Center (HCPC) - 2800 South MacGregor Way
- 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 (JLJ) – 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, UTHSC-H is subject to the “Rules and Regulations of the Board of Regents of the University of Texas System for the government of The University of Texas System.”

#### UT Physicians

UT Physicians (UTP) was created in 1995 as a non-profit health corporation, incorporated in the State of Texas. It was incorporated pursuant to action taken by the University of Texas Board of Regents to provide The University of Texas Health Science Center at Houston’s (UTHealth) Medical School (Medical School) with a vehicle to provide management services to the Medical School’s faculty group practice. Since its organization, UTP has assumed responsibility for managing the majority of the clinical operations of the Medical School practice plan. Presently, there are 1232 employees at 103 sites throughout the Houston metropolitan area, including the Texas Medical Center. The FY2018 (Sept 2017- August 2018) fee-for-service revenues are budgeted to be \$352 million. The Out Patient and In Patient revenues are comprised of \$217 million and \$135 million, respectively.

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

UT Physicians is a multi-specialty independent physician group practice, organized as a 5.01 (a) corporation under the Texas Medical Practice Act. UTP offers operational and contracting flexibility for the physicians of the Medical School. UTP has developed and will continue to operate patient care centers in the greater Houston communities. UTP negotiates general fee-for-service, case rate and carve out pricing through direct contracting with payer entities.

Profile of Clinical Operations - UTP, through its affiliation with the Medical School, provides care in the following specialties:

DEPARTMENT	GROSS REVENUE	%
ADVANCED CARDIOPULMONARY THERA	\$18,684,386	5.3%
ANESTHESIOLOGY	\$33,761,139	9.6%
CARDIOTHORACIC/VASCULAR SURG	\$8,925,466	2.5%
DERMATOLOGY	\$4,537,998	1.3%
EMERGENCY MEDICINE	\$14,536,733	4.1%
FAMILY PRACTICE	\$16,978,944	4.8%
INTERNAL MEDICINE	\$42,020,024	11.9%
NEUROLOGY	\$7,869,671	2.2%
NEUROSURGERY	\$251,578	0.1%
OB/GYN	\$29,222,565	8.3%
ORAL MAXILLOFACIAL SURGERY	\$850,250	0.2%
ORTHOPAEDIC SURGERY	\$68,119,713	19.3%
OTOLARYNGOLOGY	\$8,072,942	2.3%
PEDIATRIC SURGERY	\$9,048,155	2.6%
PEDIATRICS	\$37,874,189	10.8%
PMR DEPARTMENT	\$4,712,285	1.3%
PSYCHIATRY	\$5,211,207	1.5%
RADIOLOGY	\$15,861,869	4.5%
SCHOOL OF NURSING	\$478,906	0.1%
SURGERY	\$25,198,641	7.2%
Grand Total	\$352,216,662	100.0%

Out Patient (OP)	\$217,493,852	62%
In Patient (IP)	\$134,722,810	38%

The subspecialties of Medicine include: Cardiology, Critical Care, Endocrinology, Gastroenterology, General Medicine, Geriatric and Palliative Care, Hematology, Hypertension / Renal, Infectious Diseases, Medical Genetics, Oncology, Pulmonary, Rheumatology.

The subspecialties of Surgery are: General, Organ Transplant, Plastic, Trauma, Burn, Emergency General Surgery, Bariatric and Urology.

## 1.2 Background and Special Circumstances

UT Physicians operates the clinical practice plan for the Medical School at UTHealth Science Center Houston. UT Physicians operates at 103 office locations across the Greater Houston area and sees in excess of 1,200,000 visits and over 2,800,000 patient encounters across 22 clinical departments, primary care and dozens of subspecialties. Additionally, our providers deliver care at more than 30 local hospitals and dozens of outpatient procedural centers. UT Physicians is partnered with the Harris Health System (HHS) and the Memorial Hermann Healthcare System (MHHS).

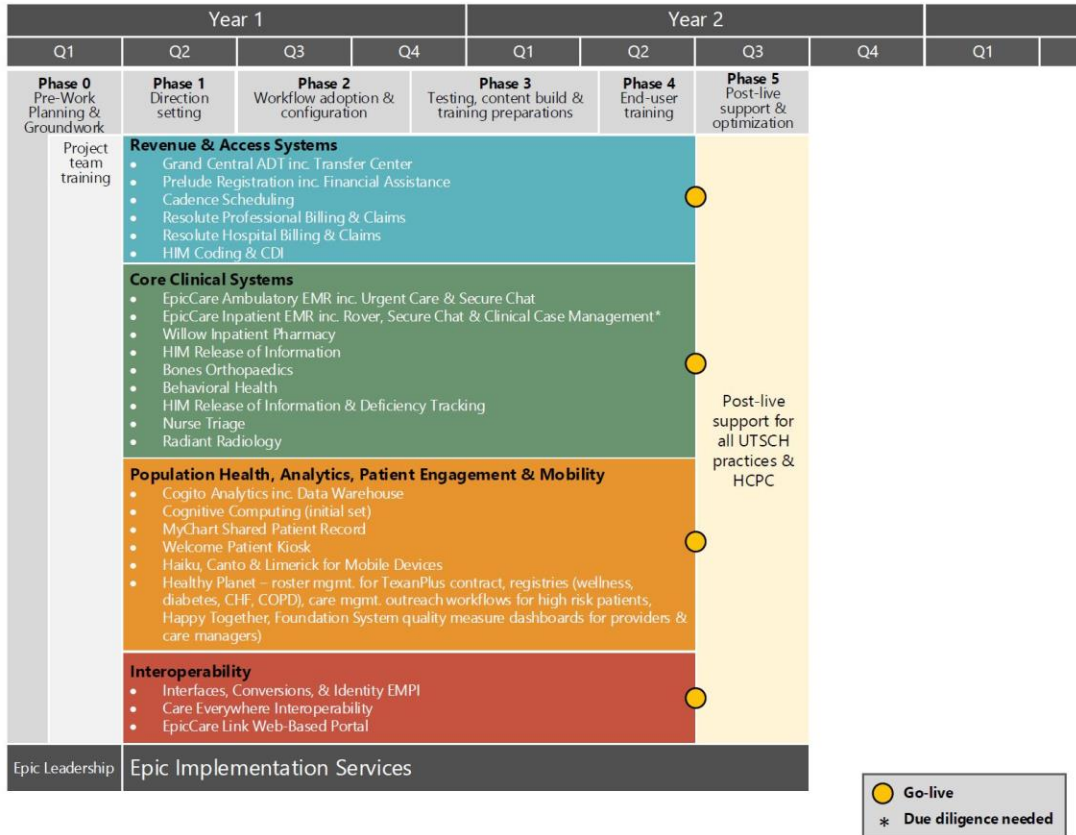
UTHealth's Harris County Psychiatric Center ("HCPC") is a 274-bed acute care freestanding psychiatric hospital. HCPC provides inpatient psychiatric care to children and adults who meet acute psychiatric admission criteria. As a freestanding psychiatric hospital, HCPC is unable to admit patients with any number of medical issues or complications. Screening and assessment is provided to individuals who present in the hospital lobby asking for assistance. HCPC's Sunrise EMR contains approximately 104,000 unique patients covering 203,000 visits with 8000 annual discharges. Over seventy-five percent of patients are non-resource (indigent).

The University of Texas Health Science Center ("University", "UTHealth") recently selected Epic's integrated clinical and financial electronic health records system to replace our current multiple disparate clinical and financial software systems. The Epic system is intended to replace the disparate existing systems with an advanced information platform, which integrates business processes with standardized clinical workflows and deep analytical capabilities. Since Epic does not offer clearinghouse services natively, the organization is seeking a vendor to provide these services for both the ambulatory physician practice and the psychiatric hospital.

The Epic implementation project is expected to last over twenty one (21) months or 7 quarters. The Project Draft Implementation Sequence is below:

## UT Health Science Center at Houston

Draft Implementation Sequence – Option 2: UTSCCH & HCPC together



### 1.3 Objective of Request for Proposal

UTHealth is soliciting proposals from qualified vendors in response to this Request for Proposal 744-2001 EDI Clearinghouse Partner (“RFP”) for selection of a Vendor to provide clearinghouse services to include but not limited to claims, remits, eligibility verification/benefits, authorizations, and claim status checks.

UTHealth will be implementing Epic’s most recent model with the intent to adhere to Foundation system recommendations and configurations. The implementation is expected to start as soon as September 1,2019 and is expected to take 18-24 months with a “big bang” go live in 2021.

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.

#### 1.4 Group Purchase Authority

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

## SECTION 2

### NOTICE TO PROPOSER

#### 2.1 Submittal Deadline

University will accept proposals until 2:00 p.m. Central Time, on **October 09, 2019 (Submittal Deadline)**.

#### 2.2 RFP Contact Information and Questions

Interested parties may direct questions about this RFP to:

The University of Texas Health Science Center at Houston  
Procurement Services  
6410 Fannin, Suite UTPB-833  
Houston, Texas 77030  
Lorriann Rodriguez  
[Lorriann.Rodriguez@uth.tmc.edu](mailto:Lorriann.Rodriguez@uth.tmc.edu)  
713-486-6424

Or

Michael D. Le  
[Michael.D.Le@uth.tmc.edu](mailto:Michael.D.Le@uth.tmc.edu)  
713-486-6146

University instructs interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) in accordance with this Section on or before 5 PM on **September 18, 2019 (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.

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

**Company Experience/Competency** - The proposer's awareness of future directions and trends of Electronic Data Interchange, and Revenue Cycle Management/Patient Management System as well as other related requirements that may be applicable to UTP. Proposer's experience performing the requested services for other similar, complex academic institutions. The



respondent's demonstrated competence, experience, and knowledge of EDI, RCM/PMS is an essential requirement. Other factors to be evaluated will include:

- Vendor's size, stability, financial strength, leadership, research and development, and product lifecycle
- Number of successful integrations with EPIC
- Demonstrated commitment to EDI RCM/PMS Market

A Vendor is considered competent when it has the capability in all respects to fully perform the contract requirements and have the integrity and reliability that will assure good faith performance. The University may consider factors including, but not limited to, certifications, financial disclosures, past performance in business or industry, references (including those found outside the solicitation), financial responsibility, insurability, or Vendor's ability to deliver in the quality and quantity within the timeline and price as specified in the RFP.

**Proposer's Responses to RFP Requirements** – Proposer's responses to the RFP requirements per Section 5.4.

**Cost** - Evaluation in this category will be based on the total cost to UTHealth for the scope of work outlined in this RFP in Section 6.2. Proposals will be 'normalized' to a common scope of work for evaluation purposes. Respondents providing the best cost, value and discount will be scored higher in this category. Next ranked respondents will be rated accordingly. UTHealth specifically notes and re-emphasizes that the total cost to UTHealth – including all applicable implementation, transition, consulting, cash flow disruption and related costs – will be included in this criteria, to the extent possible. Other factors to be evaluated will include:

- Total Cost of Ownership (TCO) will consider contract structure, capital mitigation, and financing
- All one-time and recurring or on-going Costs
- Additional requirements and/or recommendations for other categories of cost, such as Third party software, interfaces, clinical content, subscriptions, etc.

## 2.4 Key Events Schedule

Request for Proposals issued	09/09/19
<b>Pre-Proposal Conference</b> <b>Call-in Conference Call *</b>	<b>09/12/19 12 p.m. – 1 p.m. CST</b>
Deadline for submitting questions	09/18/19 5 p.m. CST
<b>Proposals Due</b>	<b>10/09/19 2 p.m. CST</b>

### \* Pre-proposal Call-in Conference Call Information:

**888-537-7715      Passcode: 68963634#**

PLEASE NOTE: IT IS ENTIRELY THE INTERESTED PROPOSER'S RESPONSIBILITIES TO CONTINUOUSLY MONITOR THE UNIVERSITY BID WEB SITE BELOW TO DOWNLOAD AND OBTAIN ALL UPDATED DOCUMENTS AND ADDENDA REGARDING THE RFP.

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

## 2.5 Historically Underutilized Businesses

- 2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (**HUBs**) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any Work, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this **Section 2.5** will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any Work will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of Work by the Proposer is subject to review by University to ensure compliance with the HUB program.
- 2.5.2 University has reviewed this RFP in accordance with [34 TAC §20.285](#), and has determined that subcontracting opportunities are probable under this RFP.
- 2.5.3 A HUB Subcontracting Plan (**HSP**) is a required part of the proposal. The HSP will be developed and administered in accordance with University's Policy on Utilization of Historically Underutilized Businesses, attached as **APPENDIX THREE**.

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

Questions regarding the HSP may be directed to:

Contact: Shaun McGowan  
HUB & Small Business Program Manager  
Phone: (713) 500-4862  
Email: [Shaun.A.McGowan@uth.tmc.edu](mailto:Shaun.A.McGowan@uth.tmc.edu)

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

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

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

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

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

2.5.4.2 Name and the return address of Proposer, and

2.5.4.3 Phrase "HUB Subcontracting Plan."

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

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

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

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

## **2.6 Pre-Proposal Conference**

University will hold a pre-proposal conference call at 12 p.m. – 1 p.m., Central Time on September 12, 2019. The pre-proposal conference will allow all Proposers an opportunity to ask University's representatives relevant questions and clarify provisions of this RFP.

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## SECTION 3

### SUBMISSION OF PROPOSAL

#### 3.1 Number of Copies

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

#### 3.2 Submission

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

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

#### 3.3 Proposal Validity Period

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

#### 3.4 Terms and Conditions

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

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

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

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

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

### **3.5 Submittal Checklist**

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

- 3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)
- 3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6**)
- 3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)
- 3.5.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)
- 3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5**)
- 3.5.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** and **APPENDIX THREE**).

## SECTION 4

### **GENERAL TERMS AND CONDITIONS**

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

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## SECTION 5

### SPECIFICATIONS AND ADDITIONAL QUESTIONS

#### 5.1 General

##### **UT Physicians/UTHealth**

Currently UTP has more than 1232 employees at 103 sites throughout the Houston metropolitan area, including the Texas Medical Center. None of these are faculty/clinicians/providers, as virtually all providers are employed by UTHealth. Current provisioned user count for the EHR/RCM/PMS is just over 4400, which includes all practitioners. Our EHR observed concurrent user load has a watermark of approximately 2300. There are an estimated 60 or fewer physicians and extenders on other EHR systems and we have another subset of approximately 150 clinicians that do not currently utilize an EHR and keep paper-based records. There is a comparable size workgroup utilizing GE Centricity Business to manage our patient management/revenue cycle products consisting of over 2000 provisioned user accounts. Our overall user population is comprised of approximately 5000 unique users across the practice for clinics and RCM.

##### CLINICAL OPERATIONS SUMMARY

UTP currently uses the Allscripts Touchworks EHR for the majority of our clinics. There are a lesser amount of clinics on other EMR solutions as a result of recent acquisitions (GE Centricity Practice Management EHR, eClinical Works, etc.). In the current fiscal year to date (FY 18 Sep-Mar) UTP has over 2.8 million billed encounters. In the last seven (7) years, UTP has managed the health care of approximately 1.4 million lives.

##### BILLING OPERATIONS SUMMARY

UTP currently uses the GE Centricity Business (GECB) System for all practice management information and billing tasks. UTP has outsourced the billing Practice plan revenues for the past 10 years. The Physician Business Services group (PBS) provides insurance billing, payment posting, other billing, customer service and collections in a centralized office. UTP plans to consider alternatives to this billing method. The FY2018 (Sept 2017-August 2018) fee-for-service revenues are budgeted to be \$352 million. The Out Patient and In Patient revenues are comprised of \$217 million and \$135 million, respectively.

UTP estimated annual volume is 2.6M claims with 3% paper claim volume from 135 clinics with 35 specialties and 70+ sub-specialties.

##### Current Platforms:

The Practice Plan Providers predominantly uses Allscripts Touchworks for their EHR in UTP ambulatory locations, Cerner Millennium (at Memorial Hermann system hospitals) and/or EPIC (at Harris Health county locations). *MYUTP (FollowMyHealth a division of Allscripts Healthcare Solutions)* patient portal has been implemented for its clinical IT solutions. UTP uses GECB/IDX as the revenue cycle/practice management system and contracts/outsources for blended A/R follow-up services

##### **Harris County Psychiatric Center (HCPC)/UTHealth**

HCPC currently uses the Allscripts Sunrise Clinical Manager EMR with Cerner (formerly Siemens) Invision for patient management/registration and patient accounting/facility charges. Professional fees are managed in GE Centricity system at UTP.

HCPC's scope of practice encompasses acute and chronic psychiatric care in an inpatient setting. Its services do NOT include in-house surgical, laboratory, radiologic or complex medical care. HCPC has a simple formulary of approximately 400 medicines. On an outpatient basis, HCPC has a Refractory Mood Disorders Clinic offering electro-convulsive therapy and Ketamine treatments. No other procedures are performed at the facility. All complex medical or surgical needs are referred out to a full medical/surgical hospital.

## 5.2 Scope of Work

The University of Texas Health Science Center at Houston is soliciting proposals from qualified vendors of EDI Claims Clearinghouse solutions that seamlessly interface with Epic Systems. UT seeks to acquire an integrated technology that will securely and electronically transmit Standard and Non-Standard EDI transactions, Real Time data transactions, including both CMS 1500 and UB04 medical claims submission to third party payers. In addition, the solution should have the ability to electronically verify patient insurance coverage and eligibility, in both real-time and batch mode. Vendors are advised that University will not guarantee any minimum utilization or expenditures with any vendor during the proposed contract period.

## 5.3 Additional Questions Specific to this RFP

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

- 5.3.1 If Proposer takes exception to any terms or conditions set forth in **APPENDIX TWO**), Proposer must submit a list of the exceptions.
- 5.3.2 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [§2252.908, Government Code](#)) and [1 TAC §§46.1 through 46.5](#)) as implemented by the Texas Ethics Commission (**TEC**), including, among other things, providing TEC and University with information required on the form promulgated by TEC set forth in **APPENDIX SIX**. *Proposer may learn more about these disclosure requirements, including applicable exceptions and use of the TEC electronic filing system, by reviewing [§2252.908, Government Code](#), and information on the TEC website at [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html). **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.***

## 5.4 Additional Questions Specific to this RFP

The following questions will be used to score your RFP response. Please respond as clearly as possible to each question.

### Company Experience/ Competency

#### **A. Introduction: Overview and Differentiators**

1. Provide an overview of your eligibility clearinghouse services.
2. List the top five (5) ways your eligibility clearinghouse offering is superior to your competitors.

#### **B. Essential Considerations**

3. Has your Eligibility Clearinghouse product been de-installed from an Epic customer? If yes, describe the reason for the de-install(s).

#### **C. Epic Experience**

4. How many current Epic customers are academic health science centers of a similar size (est. annual volume of 2.6M claims with 3% paper claim volume from 135 clinics with 35 specialties and 70+ sub-specialties) and are live with your eligibility solution? How many are contracted to implement your eligibility solution? Please attach a list of mutual customers.
5. Does your company have regular meetings directly with Patient Accounting/Practice Management companies (specifically Epic) about your solution's integration with their system?



## **D. Innovation**

7. Please provide your software development roadmap, including new features and/or improvements planned for your existing site with expected timelines for release and general availability.

## **Proposer's Responses to RFP Requirements**

### **E. Payor Connections**

7. With how many payors do you have direct connections? Please provide your payor list for the southeastern market.

### **F. Product Features**

8. How do you standardize content returned from payors for a consistent user experience? Please provide an example.
9. What are your processing capabilities for multiple service types in a single 270?
10. Do you support both batch and real time 270/271 (RTE) eligibility Request/Response connections? If yes, describe how your solution supports both.
11. What are your processing capabilities for multiple service types in a single 270?
12. Describe how your solution returns 837i, 837p, 837d files of transmitted data to payers.
13. How do you identify coordination of benefits information with your eligibility solution?
14. Does your solution provide configurable, role-specific presentation of patient benefits (i.e., primary care/specialty care co-pays, outpatient hospital, etc.) in an easy-to-read format and standardized display?
15. Do you provide address verification?
16. Is secondary billing automated? For example, if there is a remittance from the primary, can submission to the secondary insurance be automated?
17. Are you able to accept electronic attachments (pdf/275/etc.) from Epic and transmit it electronically to payers that allow with NO touches required from users? What is the extent of your ability to take in and transmit attachments? Is there an additional fee for this?
18. Do you provide 278R services? If yes, provide a list of current payors and describe if this is achieved via inquiry or submission.
19. Do you provide admission notification? If yes, provide specific examples.
20. Do you support Solicited Claim Status/Response transactions (S276 and S277) through the system? If yes, describe how you support it. Is there an added cost?
21. Are you able to provide unsolicited payer status response files (277U)? Are you able to query payers for claim statuses on our behalf using a 276 or other method? Is there an extra or associated cost?

### **G. Operations**

22. Do you provide services that ensures that our organization is fully enrolled with all possible payors to submit electronic claims and receive electronic remittance files? What does that process look like? Is there an additional cost?
23. Explain how your clearinghouse has adapted to 5010 relative to the amount of data payors are providing with a general benefit request?
24. Does your solution have the capability to successfully process large volumes of transactions at one time?
25. What are the peak transaction volumes you support?
26. Do you maintain a test connection after a client goes live with your eligibility solution?
27. Do you have a customer currently live in production with Epic's Rapid Retest? Is there an extra cost for implementing or using Epic's Rapid Retest?
28. How do you manage production control to maintain payor availability?
29. How do you address payor downtimes within the product and what is your communication strategy?
30. Describe your customer support model.

31. How are software updates, fixes, and enhancements distributed? How often?
32. What is the expected timeline for getting a claim edit turned off? How much control do we have over what errors we see?
33. Do you have an “override” edit workflow when using Epic’s External Edit Return?
34. Describe the measures taken by your company to ensure adherence to HIPAA requirements for security of PHI. Please describe your PHI data retention policies.

## SECTION 6

### PRICING AND DELIVERY SCHEDULE

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

**To:** The University of Texas Health Science Center at Houston

**RFP No.:** 744-2001 EDI Clearinghouse Partner

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 to start on September 01, 2019 and will terminate upon completion of the Epic EHR/RCM implementation project.

The Epic implementation project is expected to last over twenty one (21) months or 7 quarters. The project Draft Implementation Sequence is below:

### UT Health Science Center at Houston

*Draft Implementation Sequence – Option 2: UTSCH & HCPC together*

Year 1				Year 2		
Q1	Q2	Q3	Q4	Q1	Q2	Q3
<b>Phase 0</b> Pre-Work Planning & Groundwork	<b>Phase 1</b> Direction setting	<b>Phase 2</b> Workflow adoption & configuration	<b>Phase 3</b> Testing, content build & training preparations	<b>Phase 4</b> End-user training	<b>Phase 5</b> Post-live support & optimization	
Project team training	<b>Revenue &amp; Access Systems</b>				Post-live support for all UTSCH practices & HCPC	
	<ul style="list-style-type: none"> <li>• Grand Central ADT Inc. Transfer Center</li> <li>• Prelude Registration Inc. Financial Assistance</li> <li>• Cadence Scheduling</li> <li>• Resolute Professional Billing &amp; Claims</li> <li>• Resolute Hospital Billing &amp; Claims</li> <li>• HIM Coding &amp; CDI</li> </ul>					
	<b>Core Clinical Systems</b>					
	<ul style="list-style-type: none"> <li>• EpicCare Ambulatory EMR inc. Urgent Care &amp; Secure Chat</li> <li>• EpicCare Inpatient EMR inc. Rover, Secure Chat &amp; Clinical Case Management*</li> <li>• Willow Inpatient Pharmacy</li> <li>• HIM Release of Information</li> <li>• Bones Orthopaedics</li> <li>• Behavioral Health</li> <li>• HIM Release of Information &amp; Deficiency Tracking</li> <li>• Nurse Triage</li> <li>• Radiant Radiology</li> </ul>					
<b>Population Health, Analytics, Patient Engagement &amp; Mobility</b>				Post-live support for all UTSCH practices & HCPC		
<ul style="list-style-type: none"> <li>• Cogito Analytics inc. Data Warehouse</li> <li>• Cognitive Computing (initial set)</li> <li>• MyChart Shared Patient Record</li> <li>• Welcome Patient Kiosk</li> <li>• Haiku, Canto &amp; Limerick for Mobile Devices</li> <li>• Healthy Planet – roster mgmt. for TexanPlus contract, registries (wellness, diabetes, CHF, COPD), care mgmt. outreach workflows for high risk patients, Happy Together, Foundation System quality measure dashboards for providers &amp; care managers)</li> </ul>						
<b>Interoperability</b>				Post-live support for all UTSCH practices & HCPC		
<ul style="list-style-type: none"> <li>• Interfaces, Conversions, &amp; Identity EMPI</li> <li>• Care Everywhere Interoperability</li> <li>• EpicCare Link Web-Based Portal</li> </ul>						
Epic Leadership		Epic Implementation Services				

## 6.2 Pricing for Services Offered

Please provide pricing for the services below as applicable.

UTP estimated annual volume is 2.6M claims with 3% paper claim volume from 135 clinics with 35 specialties and 70+ sub-specialties.

### A. EDI Claims Clearinghouse Services

Monthly Subscription Fee Based on Total Claims	\$ _____
Implementation/ Setup Fee	\$ _____
Hosting Fees – If separate from System License Fee	\$ _____
Total Maximum Estimated Travel & Expenses	\$ _____
Total Initial Year Costs	\$ _____
Annual Maintenance Cost After Initial Year (Years 2-5)	\$ _____
Annual Hosting Fee if separate	\$ _____
Claims Clearinghouse/ Submission	\$ _____
ERA Fee(s)	\$ _____
Edit Checking Fee(s)	\$ _____
Paper Claim Printing Fee(s)	\$ _____
276/277 Querying Fee(s)	\$ _____

Please provide detailed costing information for the items listed below, as well as any other costs associated with the implementation and ongoing upgrades/maintenance in the space below.

Upgrades (Add-On EDI Services)	\$ _____
Other (Describe and cost below)	\$ _____

### B. Additional Pricing Information

1. Does your company provide volume/tiered pricing for Eligibility Benefits Checking? Provide pricing for volume-based tiers for your company, if applicable.
2. What kind of discount or rebate programs do you propose? (e.g. claims volumes, specialty mix, payor mix, etc.)

**[NOTE:**

**AIR TRAVEL AND RENTAL CAR**

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

**HOTEL RESERVATIONS**

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

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

**CANCELLATION CHARGES**

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

University will reimburse, without mark-up, reasonable expenses (including meals, rental car or mileage, coach class airfare, and lodging) validly incurred by Contractor directly and solely in support of Work and *approved by University in advance*. Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php> with regard to all travel expenses. Contractor will not be reimbursed by University for expenses that are prohibited or that exceed the allowable amounts provided in the then current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses, Contractor must submit to University receipts, invoices, and other documentation requested by University.

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

**6.3 Discounts**

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

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

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**6.5 Payment Terms**

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

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

Indicate below the prompt payment discount that Proposer offers:

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

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Respondent agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Respondent agrees to provide Respondent’s banking information to University in writing on

Respondent letterhead signed by an authorized representative of Respondent. Prior to the first payment, University will confirm Respondent's banking information. Changes to Respondent's bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Respondent.

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

Respectfully submitted,

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

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

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

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

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

**APPENDIX ONE**  
**PROPOSAL REQUIREMENTS**

**TABLE OF CONTENTS**

**SECTION 1: GENERAL INFORMATION ..... 24**

**SECTION 2: EXECUTION OF OFFER ..... 27**

**SECTION 3: PROPOSER'S GENERAL QUESTIONNAIRE ..... 30**

**SECTION 4: ADDENDA CHECKLIST ..... 32**

## SECTION 1

### GENERAL INFORMATION

#### 1.1 Purpose

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

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

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

#### 1.2 Inquiries and Interpretations

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

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

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

#### 1.3 Public Information

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

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

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under §§[552.101](#), [552.104](#), [552.110](#), [552.113](#), and [552.131](#), *Government Code*.

#### 1.4 Type of Agreement

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

#### 1.5 Proposal Evaluation Process

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

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

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

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

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently



abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

## 1.6 Proposer's Acceptance of RFP Terms

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

## 1.7 Solicitation for Proposal and Proposal Preparation Costs

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

## 1.8 Proposal Requirements and General Instructions

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.
- 1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

## 1.9 Preparation and Submittal Instructions

### 1.9.1 Specifications and Additional Questions

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

### 1.9.2 Execution of Offer

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

### 1.9.3 Pricing and Delivery Schedule

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

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

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

1.9.4 Proposer's General Questionnaire

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

1.9.5 Addenda Checklist

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

1.9.6 Submission

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

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

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](#) and [2252.903](#), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.
  - 2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.
  - 2.1.13 Pursuant to [Chapter 2270, Texas Government Code](#), Proposer certifies it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of any contract or agreement resulting from this RFP. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
  - 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Proposer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
- 2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.
- 2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.
- 2.4 Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., Business and Commerce](#)

[Code](#), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

**2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.

**2.6 Child Support Certification.** Under [§231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.

**2.7 Relationship Certifications.**

- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of UT System, on the other hand, other than the relationships which have been previously disclosed to University in writing.
- Proposer has not been an employee of any member institution of UT System within the immediate twelve (12) months prior to the Submittal Deadline.
- No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. [§669.003, Government Code](#)).
- All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.

**2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

**2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](#)) and the *Texas Hazard Communication Act, Chapter 502, Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.

**2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this Execution of Offer. All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.

**2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965\(c\), Health & Safety Code](#), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, Health & Safety Code](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328, §361.952\(2\), Health & Safety Code](#), states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

**2.12 Conflict of Interest Certification.**

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

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

If Proposer is a Corporation, then State of Incorporation: \_\_\_\_\_

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

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

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

**Submitted and Certified By:**

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

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

---

(Printed Name/Title)

---

(Date Signed)

---

(Proposer's Street Address)

---

(City, State, Zip Code)

---

(Telephone Number)

---

(FAX Number)

---

(Email Address)

SECTION 3

**PROPOSER'S GENERAL QUESTIONNAIRE**

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

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

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

\_\_\_\_\_

Address of principal place of business:

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

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

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

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

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

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

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

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

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

- 3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.
- 3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.
- 3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.
- 3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).
- 3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- 3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to [§231.006, Family Code](#), and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)), and other applicable law.

### **3.2 Approach to Work**

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

### **3.3 General Requirements**

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

### **3.4 Service Support**

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

### **3.5 Quality Assurance**

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

### **3.6 Miscellaneous**

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

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

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

**To:** University

**RFP No.:** 744-2001 EDI Clearinghouse Partner

Ladies and Gentlemen:

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

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

Respectfully submitted,

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

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

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

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

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



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

**APPENDIX THREE**

**HUB SUBCONTRACTING PLAN (Attached)**

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

**APPENDIX FIVE**

**Excluded**

## APPENDIX SIX

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

This is a sample Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. If not exempt under [Section 2252.908\(c\), Government Code](#), Contractor must use the Texas Ethics Commission electronic filing web page (at [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University. **The Certificate of Interested Parties will be submitted only by Contractor to University with the signed Agreement.**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**