REQUEST FOR QUALIFICATIONS

by

University of Texas Southwestern Medical Center

for

Accounting Services pertaining to the
Cancer Prevention Research Institute of Texas

RFQ No. DN-032516

Submittal Deadline: 3:00 p.m. on Wednesday, April 20, 2016

Issued: March 25, 2016
REQUEST FOR QUALIFICATIONS

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SECTION 1

INTRODUCTION

1.1 Description of the Universities

The University of Texas at Arlington has approximately 37,000 students in addition to 27,000 continuing education students on campus annually. Please visit the University’s website at www.uta.edu for additional information about the University.

The University of Texas at Dallas, with over 20,000 students, offers 137 academic programs across its eight schools. Please visit the University’s website at http://utdallas.edu for additional information.

The University of Texas at San Antonio is an emerging Tier One research institution with nearly 29,000 students. It is the largest university in the San Antonio metropolitan region. Visit: www.utsa.edu

The University of Texas Southwestern Medical Center ranks among the world’s leading academic medical centers, patient-care providers, and research institutions, training more than 4,700 medical, graduate, and health professions students, residents, and postdoctoral fellows each year. Visit: utsouthwestern.edu

1.2 Background and Special Circumstances Group Purchase Authority

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFQ. In particular, Proposer should note that University is part of The University of Texas System ("UT System"), which is comprised of nine academic and six health universities described at http://www.utsystem.edu/institutions. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFQ, Proposer should consider proposing offers and terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFQ.

It is the intent for this solicitation to result in one award, which will provide the services for the following institutions:

The University of Texas at Arlington
The University of Texas at Dallas
The University of Texas at San Antonio
The University of Texas Southwestern Medical Center
1.3 **Objective of this Request for Qualifications**

The University of Texas Southwestern Medical Center (the “University”) is soliciting qualified Professionals to submit their qualifications to provide Accounting Services and Reporting related to Expenditures for awards of the Cancer Prevention Research Institute of Texas (CPRIT) for UT Southwestern and the other institutions as mentioned in section 1.4 below for the year ending August 31, 2015. This engagement will cover agreed upon procedures on behalf of CPRIT while testing and reporting on grant recipients’ compliance with the stated terms and conditions of their grant award and stated regulations and guidelines. The findings from these procedures must be compiled in an Independent Accountant’s Report on Applying Agreed Upon Procedures.

Each agreed upon procedures engagement shall be performed by a Certified Public Accountant (CPA) licensed currently by the Texas State Board of Public Accountancy and selected by those charged with governance over the entity. Those charged with governance means the person(s) with responsibility for overseeing the strategic direction of the entity and obligations related to the accountability of the entity.

The agreed upon procedures engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). Guidance for the performance of such engagement is found in the AICPA professional standards AT Sections 201 and 601.

Distribution of the report is limited to CPRIT.

1.4 **Special Circumstances**

It is the intent for this solicitation to result in one award, which will provide the services for the following institutions:

- The University of Texas at Arlington
- The University of Texas at Dallas
- The University of Texas at San Antonio
- The University of Texas Southwestern Medical Center
SECTION 2

NOTICE TO PROFESSIONALS

2.1 Submittal Deadline

University will accept proposals submitted in response to this RFQ until 3:00 p.m., Central Prevailing Time on Wednesday, April 20, 2016 (the “Submittal Deadline”).

2.2 University Contact Person

PROFESSIONALS will direct all technical questions or concerns regarding this RFQ to the following University contact (the “University Contact”):

Kelly Briseno
Purchasing Manager
UT Southwestern Medical Center
5323 Harry Hines Blvd
Dallas, Texas 75390-9056

Kelly.Briseno@utsouthwestern.edu

University specifically instructs all interested parties to restrict all contact and questions regarding this RFQ to written communications (email is preferred with RFQ # in the subject line) forwarded to the University Contact by close of business on Wednesday, April 6, 2016, to facilitate comprehensive answers. University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection

The successful Professional (“successful Professional”) will be Professional that submits a proposal in response to this RFQ on or before the Submittal Deadline, is selected by University in accordance with the requirements and specifications set forth in this RFQ as the most highly qualified to perform the Services, and with whom University is able to negotiate the Agreement (ref. Section 1.4 of Appendix One to this RFQ) at a fair and reasonable price.

An evaluation team from University will evaluate proposals. The evaluation of proposals and the selection of the successful Professional will be based on the information provided by Professional in its proposal. University may give consideration to additional information if University deems such information relevant.

The criteria to be considered by University in evaluating qualifications and selecting the most highly qualified Professional will be demonstrated competence and qualifications to perform the Services for a fair and reasonable price.
2.4 Key Events Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Issuance of RFQ</td>
<td>March 25, 2016</td>
</tr>
<tr>
<td>Deadline for Questions/Concerns</td>
<td>April 6, 2016</td>
</tr>
<tr>
<td>(ref. Section 2.2 of this RFQ)</td>
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<tr>
<td>Submittal Deadline</td>
<td>April 20, 2016</td>
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<tr>
<td>3 p.m. Central Prevailing Time</td>
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<td>(ref. Section 2.1 of this RFQ)</td>
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2.5 Historically Underutilized Businesses

2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “HUB”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFQ, the Contractor subcontracts any of the Services, then the Contractor must make a good faith effort to utilize HUBs certified by 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 the 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 RFQ. PROFESSIONALS acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFQ. Furthermore, any subcontracting of the Services by the PROFESSIONALS is subject to review by the University to ensure compliance with the HUB program.

2.5.2 The University has reviewed this RFQ in accordance with Chapter 1, Texas Administrative Code, Section 111.14, and has determined that subcontracting opportunities are probable under this RFQ.

2.5.3 A HUB Subcontracting Plan (“HSP”) is required as part of PROFESSIONALS’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses, included as a separate document, and incorporated for all purposes.

Each PROFESSIONAL must complete and return the HSP in accordance with the terms and conditions of this RFQ. PROFESSIONALS that fail to do so will be considered non-responsive to this RFQ in accordance with Section 2161.252, Government Code.

The Contractor will not be permitted to change its HSP unless: (1) the Contractor completes a newly modified version of the HSP in accordance with the terms of said HSP that sets forth all changes requested by the Contractor, (2) the Contractor provides the University with such a modified version of the HSP, (3) the University approves the modified HSP in writing, and (4) all agreements or
contractual arrangements resulting from this RFQ are amended in writing by the University and the Contractor to conform to the modified HSP.

2.5.4 PROFESSIONALS must submit two (2) originals of the HSP to the University at the same time it submits its proposal to the University (ref. Section 3.2 of this RFQ.) The two (2) originals of the HSP must be submitted under separate cover and in a separate envelope (the “HSP Envelope”). PROFESSIONALS must ensure that the top outside surface of its HSP Envelope clearly shows and makes visible:

2.5.4.1 the RFQ No. (ref. Section 1.3 of this RFQ) and the Submittal Deadline (ref. Section 2.1 of this RFQ), both located in the lower left hand corner of the top surface of the envelope,

2.5.4.2 the name and the return address of the PROFESSIONALS, and

2.5.4.3 the phrase “HUB Subcontracting Plan”.

Any proposal submitted in response to this RFQ that is not accompanied by a separate HSP Envelope meeting the above requirements will be rejected by the University and returned to the PROFESSIONALS unopened as that proposal will be considered non-responsive due to material failure to comply with advertised specifications. Furthermore, the University will open a PROFESSIONALS’s HSP Envelope prior to opening the proposal submitted by the PROFESSIONALS, in order to ensure that the PROFESSIONALS has submitted the number of completed and signed originals of the PROFESSIONALS’s HSP that are required by this RFQ. A PROFESSIONALS’s failure to submit the number of completed and signed originals of the HSP that are required by this RFQ will result in the University’s rejection of the proposal submitted by that PROFESSIONALS as non-responsive due to material failure to comply with advertised specifications; such a proposal will be returned to the PROFESSIONALS unopened. (Ref. Section 1.5 of Appendix One to this RFQ.) Note: The requirement that PROFESSIONALS provide two originals of the HSP under this Section 2.5.4 is separate from and does not affect PROFESSIONALS’s obligation to provide the University with the number of copies of its proposal as specified in Section 3.1 of this RFQ.
SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

PROFESSIONALS must submit a total of six (6) complete and identical hard copies of its entire proposal and six (6) electronic copies. An original signature by an authorized officer of PROFESSIONALS 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 PROFESSIONALS’s proposal bearing an original signature should contain the mark "original" on the front cover of the proposal. PROFESSIONALSs may request this document in an editable version to facilitate the completion of their response. A Word file will be provided upon request.

3.2 Submission

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

Physical Delivery Address:
Ms. Kelly Briseno
UT Southwestern Medical Center
4600 Harry Hines Boulevard – Third Floor
Dallas, TX 75235
214.648.6029

Fed-Ex or UPS Delivery Address:
Ms. Kelly Briseno
UT Southwestern Medical Center
5323 Harry Hines Boulevard – X3.304
Dallas, TX 75390-9056
214.648.6029

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 PROFESSIONALS must comply with the requirements and specifications contained in this RFQ, the Terms and Conditions (ref. Section 4 of this RFQ), the Notice to PROFESSIONALS (ref. Section 2 of this RFQ), Proposal Requirements (ref. APPENDIX ONE) and the Specifications and Additional Questions (ref. Section 5 of this RFQ). If there is a conflict among the provisions in this RFQ, the provision requiring PROFESSIONALS to supply the better quality or greater quantity of services will prevail, or if such conflict does not
involve quality or quantity, then interpretation will be in the following order of precedence:

3.4.1.1. Specifications and Additional Questions (ref. Section 5 of this RFQ);
3.4.1.2. Terms and Conditions (ref. Section 4 of this RFQ);
3.4.1.3. Proposal Requirements (ref. APPENDIX ONE);
3.4.1.4. Notice to PROFESSIONALS (ref. Section 2 of this RFQ).

3.5 Submittal Checklist

PROFESSIONALS is instructed to complete, sign, and return the following documents as a part of its proposal. If PROFESSIONALS 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 Delivery Schedule (ref. Section 6 of this RFQ)
3.5.3 Responses to PROFESSIONALS’s General Questionnaire (ref. Section 3 of APPENDIX ONE)
3.5.4 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. Section 5 of this RFQ)
3.5.5 Signed and completed originals of the HUB Subcontracting Plan (ref. Section 2.5 of this RFQ – included as a separate document)
SECTION 4
GENERAL TERMS AND CONDITIONS

4.1 General

The terms and conditions contained in this Section 4 or, in the sole discretion of University, terms and conditions substantially similar to these terms and conditions, will be included in any contract or agreement that results from this RFQ (ref. Section 1.4 of APPENDIX ONE). If PROFESSIONALS takes exception to any terms or conditions set forth in this Section 4, PROFESSIONALS will submit a list of the exceptions as part of its proposal. PROFESSIONALS's exceptions will be reviewed by University and may result in disqualification of PROFESSIONALS's proposal as non-responsive to this RFQ. If PROFESSIONALS's exceptions do not result in disqualification of PROFESSIONALS's proposal, then University may consider PROFESSIONALS's exceptions when University evaluates the PROFESSIONALS's submission.

As indicated in Section 2.3 of this RFQ, the successful PROFESSIONALS is referred to as the “Contractor.”

4.2 Family Code Child Support Certification

Pursuant to Section 231.006, Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

4.3 Eligibility Certification

Pursuant to Section 2155.004, Government Code, Contractor certifies that the individual or business entity named in this Agreement has not received compensation for participation in the preparation of the Request for Proposal related to this Agreement and is not ineligible to receive the award of or payments under this Agreement; and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

4.4 Tax Certification

If Contractor is a taxable entity as defined by Chapter 171, Texas Tax Code (“Chapter 171”), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

4.5 Payment of Debt or Delinquency to the State

Pursuant to Sections 2107.008 and 2252.903, Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor 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.

4.6 Notices

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to University: UT Southwestern Medical Center
5323 Harry Hines Blvd
Dallas, TX 75390-9056
Attention: Charles Cobb
Fax: 214-648-6046
Charles.Cobb@utsouthwestern.edu

with copy to: UT Southwestern Medical Center
5323 Harry Hines Blvd.
Dallas, TX 75390-9062
Attention: Shawn Cohenour
Fax: 214-648-0845
Shawn.Cohenour@utsouthwestern.edu

If to Contractor: ______________________
Street Address: ________________

Attention: ______________________
Fax: ______________________
Email: ______________________

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

4.7 State Auditor’s Office

Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), Education Code. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

4.8 Venue; Governing Law

Dallas County, Texas, shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto
and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

4.9 Breach of Contract Claims

4.9.1 To the extent that Chapter 2260, Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

4.9.1.1 Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor's notice will specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under subchapter C of Chapter 2260. The Chief Business Officer of University, or the other officer of University as may be designated from time to time by University by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims.

4.9.1.2 If the parties are unable to resolve their disputes under Section 4.9.1.1, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by University.

4.9.1.3 Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.

4.9.2 The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, thereafter enacted or subsequently amended.
4.9.3 University and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

4.10 Compliance with Law

Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including but not limited to Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all laws and regulations and executive orders as are applicable.

4.11 University's Right to Audit

At any time during the term of this Agreement and for a period of four (4) years thereafter University or a duly authorized audit representative of University, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided under this Agreement. In the event such an audit by University reveals any errors/overpayments by University, Contractor shall refund University the full amount of such overpayments within thirty (30) days of such audit findings, or University, at its option, reserves the right to deduct such amounts owing University from any payments due Contractor.

4.12 Access to Documents

To the extent applicable to this Agreement, in accordance with Section 1861(v)(l)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Contractor agrees to allow, during and for a period of not less than four (4) years after the Agreement term, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.
4.13 Insurance

4.13.1 Contractor, consistent with its status as an independent contractor, will carry at least the following insurance in the form, with the companies and in the amounts (unless otherwise specified) as University may require:

4.13.1.1 Workers’ Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limit of not less than One Million Dollars ($1,000,000) per accident or disease. Policies must include All States Endorsement and a waiver of all rights of subrogation and other rights against the University;

4.13.1.2 Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal and Advertising Injury, Completed Operations/Products Liability, Medical Expenses, Interest of Employees as additional insureds and Broad Form General Liability Endorsements, for at least One Million Dollars ($1,000,000) per occurrence on an occurrence basis;

4.13.1.3 Commercial Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by Contractor, with coverage for at least One Million Dollars ($1,000,000) Combined Single Limit Bodily Injury and Property Damage;

4.13.2 Contractor will deliver to University:

4.13.1.1 Evidence satisfactory to University in its sole discretion, evidencing the existence of all the insurance promptly after the execution and delivery hereof and prior to the performance or continued performance of any services to be performed by Contractor hereunder from or after the date of this Agreement; and

4.13.1.2 Additional evidence, satisfactory to University in its sole discretion, of the continued existence of all required insurance not less than thirty (30) days prior to the expiration of any required insurance. If, however, Contractor fails to pay any of the renewal premiums for the expiring policies, University will have the right to make the payments and set-off the amount thereof against the next payment coming due to Contractor under this Agreement.

Such insurance policies, with the exception of Workers’ Compensation and Employer’s Liability, will name and the evidence will reflect University as an Additional Insured and will provide that the policies will not be canceled until after thirty (30) days’ unconditional written notice to University, giving University the right to pay the premium to maintain coverage.

4.13.3 The insurance policies required in this Agreement will be kept in force for the periods specified below:

4.13.3.1 Commercial General Liability Insurance, and
4.13.3.2 Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Services have been fully performed and accepted by University in writing.

4.14 Indemnification

4.14.1 To the fullest extent permitted by law, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by University, and hold harmless University and The University of Texas System, and their respective affiliated enterprises, Regents, Officers, Directors, Attorneys, Employees, Representatives and Agents (collectively "Indemnitees") from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable Attorneys' Fees), and other claims of any nature, kind, or description (collectively "Claims") by any person or entity, arising out of, caused by, or resulting from Contractor's performance under this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Contractor, anyone directly employed by Contractor or anyone for whose acts Contractor may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity.

4.14.2 In addition, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by University, and hold harmless Indemnitees from and against all claims arising from infringement or alleged infringement of any Patent, Copyright, Trademark or other proprietary interest arising by or out of the performance of services or the provision of goods by Contractor, or the use by Indemnitees, at the direction of Contractor, of any article or material; provided, that, upon becoming aware of a suit or threat of suit for infringement, University will promptly notify Contractor and Contractor will be given the opportunity to negotiate a settlement. In the event of litigation, University agrees to reasonably cooperate with Contractor. All parties will be entitled to be represented by counsel at their own expense.

4.15 Press Releases.

Except when defined as part of the Work, Contractor will not make any press releases, public statements, advertisement or other promotional materials using the name or logo of University or the name of any University employee, or referring to the Agreement or the engagement of Contractor as an independent contractor of University, or the purchase of goods or services by University, without the prior written approval of University. Requests for prior written approval of any such releases, public statements, advertisements or other promotional materials must be directed to University's Vice President – Communications, Marketing and Public Affairs.
4.16 Assignment of Overcharge Claims

Contractor hereby assigns to University any and all claims for overcharges associated with the Contract arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq., or arising under the antitrust laws of the State of Texas, Business and Commerce Code, Sec. 15.01, et seq.

4.17 Observance of University Rules and Regulations

Contractor agrees that at all times its employees, agents and permitted subcontractors (if any) will observe and comply with all regulations of the facilities, including but not limited to, no smoking, parking and security regulations.

4.18 Assignment and Subcontracting

Except as specifically provided in any Historically Underutilized Business Subcontracting Plan (“HSP”) included as a separate document to this Agreement and incorporated for all purposes, neither Contractor's interest in this Agreement, its duties and obligations under this Agreement nor fees due to Contractor under this Agreement may be subcontracted, assigned, delegated or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (1) not be binding on University; and (2) be a breach of this Agreement for which Contractor will be subject to any remedial actions provided by Texas law, including Chapter 2161, Government Code. University, in addition to any other remedies, may report non-performance to the Texas Comptroller of Public Accounts, Texas Procurement And Support Services (relating to vendor Performance and Debarment Program). The benefits and burdens of this Agreement are, however, assignable by University.

4.19 Historically Underutilized Business Subcontracting Plan (“HSP”)-

If an HSP is attached to this Agreement, Contractor agrees to use good faith efforts to subcontract the Services in accordance with the HSP. Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University.

4.20 Payment

University agrees to pay fees due under this Agreement in accordance with the Texas Prompt Payment Act (“Act”), Chapter 2251, Government Code. Pursuant to the Act, payment shall be deemed late on the 31st day after the later of: 1) the date the performance of the Services under this Agreement are completed, or 2) the date University receives an invoice for the Services. University will be responsible for interest on overdue payments equal to the sum of: 1) one percent, plus 2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year (University’s fiscal year begins September 1) that does not fall on a Saturday or Sunday.
4.21 Limitations

The parties to this Agreement are aware that there are constitutional and statutory limitations on the authority of the University (a state agency) to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”), and terms and conditions related to the Limitations shall not be binding on University except to the extent authorized by the laws and Constitution of the State of Texas.

4.22 Affirmative Action

Contractor agrees that a written copy of Contractor’s Civil Rights ”Affirmative Action Compliance Program” will be provided simultaneously with this Agreement and incorporated for all purposes, or if Contractor is not required to have such a written program, the reason Contractor is not subject to such requirement will be provided in writing.

4.23 OSHA Compliance

Contractor represents and warrants that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-598) and its regulations in effect or proposed as of the date of this Agreement.

4.24 Certifications of Non-segregated Facilities and Equal Employment Opportunities Compliance

Contractor certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Agreement. The term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, entertainment areas, transportation, or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Contractor further agrees that, except where it has contracts prior to the award with subcontractors exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, Contractor will retain such certifications for each one of its subcontractors in Contractor’s’ files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):
NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES - A Certification on Non-segregated Facilities must be submitted prior to the award of any subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Contractor understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

4.25 Premises Rules

If this Agreement requires Contractor's presence on University's premises or in University's facilities, Contractor agrees to cause its representatives, agents, employees and permitted subcontractors (if any) to become aware of, fully informed about, and in full compliance with all applicable University rules and policies, including, without limitation, those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

4.26 Debarment

Contractor confirms that neither Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government procurement or non-procurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the U.S. General Services Administration. “Principals” means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Contractor shall provide immediate written notification to University if, at any time prior to award, Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when University executes this Agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to University, University may terminate this Agreement for default by Contractor.

4.27 Office of Inspector General Certification

Contractor acknowledges that University is prohibited by federal regulations from allowing any employee, subcontractor, or agent of Contractor to work on site at University's premises or facilities if that individual is not eligible to work on federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Contractor shall not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General ("OIG") to work on site at University's premises or facilities. Contractor shall perform an OIG sanctions check quarterly on each of its employees, subcontractors and agents during the time such employees, subcontractors and agents are assigned to work on site at University’s premises or facilities. Contractor acknowledges that University will require immediate removal of any employee,
subcontractor or agent of Contractor assigned to work at University’s premises or facilities if such employee, subcontractor or agent is found to be on the OIG’s List of Excluded Individuals. The OIG’s List of Excluded Individuals may be accessed through the following Internet website:
http://exclusions.oig.hhs.gov/

4.28 Access by Individuals with Disabilities

Contractor represents and warrants (“EIR Accessibility Warranty”) that the electronic and information resources and all associated information, documentation, and support that it provides to the University under this Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor is unable to do so, then the University may terminate this Agreement and Contractor will refund to the University all amounts the University has paid under this Agreement within thirty (30) days after the termination date.
SECTION 5
SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

Objectives of this Request for Qualifications:

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below per CPRIT’s “Agreed upon procedure objectives” found at http://www.cprit.state.tx.us/images/uploads/Guidance-on-Agreed-Upon- Procedures-Oct2015.pdf:

1. Grantee’s grant contract with CPRIT
2. CPRIT’s administrative rules and application of statutory requirements
3. Grant budget, and terms and conditions of the award
4. The CPRIT Policies and Procedures Guide
5. The grantee’s internal policies and procedures

The following report(s) will be furnished:

- Independent Accountant’s Report on Applying Agreed Upon Procedures

Selected contractor will participating in an exit meeting with each participating University’s appointed faculty and staff to review the audit results and resulting recommendations.

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

Throughout the continuum of the project, the resource(s) will:

- Meet with University’s leaders at various levels to collect data, clarify and resolve issues under the guidance of the project leader assigned by University;
- Document and follow up on issues, as needed;
- Work with the project leader assigned by University to finalize the understanding of review/assessment approach and project deliverables;
- Discuss the audit with the project leader assigned by University at the beginning of the project;
- Provide weekly status report to the project leader assigned by University;
- Alert the project leader assigned by University of any challenging issues and any potential delay to the audit;
- Provide the project leader assigned by University with a draft copy of the final project report for his/her review and input;

Chosen contractor will provide evidence of a proven track record of the ability to communicate clearly and effectively with business leaders at various levels.

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

- A brief synopsis of the Proposer’s related experience in conducting similar or related activities;
• A list of not less than five clients, preferably in higher education in the State of Texas, two of which are academic medical centers, for whom the Proposer has provided similar services.
• A description of the process Proposer will use to perform the Services.
• A schedule for performance of the Services that includes:
  • Preliminary assessments or self-assessments or document requests;
  • Preliminary visits and meetings;
  • On-site review, interviews, and other fieldwork; and
  • Expected date of final report.

University may require face-to-face or telephone interviews with firm’s representatives before making a final decision.
SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: ____________________________________
(Proposer Company Name)

To: The University of Texas Southwestern Medical Center

Ref.: CPRIT Auditing Services

RFQ No.: DN-032516

Having carefully examined all the specifications and requirements of this RFQ and any attachments thereto, the undersigned proposes to furnish the Audit Services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

6.1 Fees: You may provide a spreadsheet if that is more efficient and concise.
6.2 University’s Payment Terms

University’s standard payment terms are “Net 30 days.” Indicate below the prompt payment discount that Proposer offers to University:

Prompt Payment Discount: _____%_____days/net 30 days

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 Professionals having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFQ. This RFQ provides sufficient information for interested parties to prepare and provide proposals for consideration by University.

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

PROFESSIONAL IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO PROVIDE 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 RFQ and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFQ. 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 RFQ 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 RFQ for all purposes.

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

1.3 Public Information

University considers all information, documentation and other materials requested to be provided in response to this RFQ to be of a non-confidential and non-proprietary nature and therefore subject to public disclosure under the Texas Public Information Act (Government Code, Chapter 552.001, et seq.) after the award of an Agreement.

Professional 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.

1.4 Type of Agreement

Successful Professional will be required to enter into a contract with University in a form substantially similar to the terms incorporated in Section 4 of this document.

1.5 Evaluation Process

University will select the successful Professional by using the evaluation process described in this Section. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of the successful Professional.

University will open the HSP Envelope provided by Professional prior to opening Professional’s proposal in order to ensure that Professional has provided the number of completed and signed originals of Professional’s HUB Subcontracting Plan (“HSP”) that are required by this RFQ (ref. Section 2.5.3 of the RFQ.) All proposals provided by the Submittal Deadline accompanied by the number of completed and signed originals of the HSP that are required by this RFQ will be opened publicly to identify the name of each Professional providing a proposal. Any proposals that are not provided by the Submittal Date or that are not accompanied by the number of completed and signed originals of the HSP that are required by this RFQ will be rejected by University as non-responsive due to material failure to comply with advertised specifications.

After the opening of the proposals and upon completion of the initial review and evaluation of the submissions, University may invite one or more selected Professionals to participate in oral presentations. University will identify Professional that is most highly qualified on the basis of demonstrated competence and qualifications.

Once the successful Professional has been selected, University will attempt to negotiate the Agreement with the most highly qualified Professional at a fair and reasonable price. If the Agreement cannot be negotiated with the most highly qualified Professional, University will formally end negotiations with that Professional; select the next most highly qualified Professional; and attempt to negotiate the Agreement with that Professional at a fair and reasonable price. University will continue this process until the Agreement is successfully negotiated with the successful Professional.

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFQ with one or more Professionals, (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. Professional is hereby notified that University will maintain in its files concerning this RFQ a written record of the basis upon which a selection, if any, is made by University.

1.6 Professional's Acceptance of Evaluation Methodology

By providing a proposal, Professional acknowledges (1) Professional's acceptance of [a] the Submission of Qualification Evaluation Process (ref. Section 1.5 of APPENDIX ONE), [b] the Criteria for Selection (ref. Section 2.3 of this RFQ), [c] the Specifications and Additional Questions (ref. Section 5 of this RFQ), [d] the terms and conditions of the Agreement (ref. APPENDIX TWO), and [e] all other requirements and specifications set forth in this RFQ; and (2) Professional's recognition that some subjective judgments must be made by University during this RFQ process.

1.7 Solicitation for Submission of Qualification and Preparation Costs

Professional understands and agrees that (1) this RFQ 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 RFQ; (2) University issues this RFQ predicated on University's anticipated requirements for the Services, and University has made no representation, written or oral, that any particular scope of services will actually be required by University; and (3) Professional will bear, as its sole risk and responsibility, any cost that arises from Professional's preparation of a proposal in response to this RFQ.

1.8 Submission of Qualification Requirements and General Instructions

1.8.1 Professional should carefully read the information contained in this RFQ and provide a complete proposal in response to all requirements and questions as directed.

1.8.2 Submissions of qualification and any other information provided by Professional in response to this RFQ will become the property of University.

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

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

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

1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFQ. 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 RFQ or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Professional 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 Professional within its proposal will be binding on Professional.

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

1.9 Preparation and Submital Instructions

1.9.1 Specifications and Additional Questions

Submissions of qualification must include responses to the questions and requests for additional information in Specifications and Additional Questions (ref. Section 5 of this RFQ). Professional 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, Professional should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Professional should explain the reason when responding N/A or N/R.

1.9.2 Execution of Offer

Professional 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 Professional duly authorized to bind Professional 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 Delivery Schedule

Professional must complete and return the Delivery Schedule (ref. Section 6 of this RFQ), as part of its proposal.
In the Delivery Schedule, Professional should describe each significant phase in the process of providing the Services to University, and the time period within which Professional proposes to be able to complete each such phase.

1.9.4 Professional's General Questionnaire

Submissions of qualification must include responses to the questions in Professional's General Questionnaire (ref. Section 3 of APPENDIX ONE). Professional 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, Professional should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Professional should explain the reason when responding N/A or N/R.

1.9.5 Intentionally Left Blank

1.9.6 Submission

Professional should provide all proposal materials enclosed in a sealed envelope, box, or container. The RFQ No. (ref. Section 1.3 of this RFQ) and the Submittal Deadline (ref. Section 2.1 of this RFQ) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of Professional should be clearly visible.

Professional must also provide the number of originals of the HUB Subcontracting Plan ("HSP") as required by this RFQ (ref. Section 2.5 of the RFQ.)

Upon Professional's request and at Professional's expense, University will return to Professional its proposal received after the Submittal Deadline if the proposal is properly identified. University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFQ.

University will not accept proposals provided by telephone, proposals provided by Facsimile ("FAX") transmission, or proposals provided by electronic transmission (i.e., e-mail) in response to this RFQ.

Except as otherwise provided in this RFQ, no proposal may be changed, amended, or modified after it has been provided 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 Professional's submittal of a written explanation and documentation evidencing a reason acceptable to University, in University's sole discretion.

By signing the Execution of Offer (ref. Section 2 of APPENDIX ONE) and providing a proposal, Professional certifies that any terms, conditions, or documents attached to or referenced in its 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 RFQ and (b) do not place any requirements on University that are not set forth in this RFQ or in the Appendices to this RFQ. Professional further certifies that providing a proposal is Professional's good faith intent to enter into the Agreement with University as specified herein and that such intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Professional's proposal.
SECTION 2
EXECUTION OF OFFER

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

2.1 By signature hereon, PROFESSIONALS represents and warrants the following:

2.1.1 PROFESSIONALS acknowledges and agrees that (1) this RFQ is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by PROFESSIONALS in response to this RFQ will not create a contract between University and PROFESSIONALS; (3) University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFQ; and (4) PROFESSIONALS will bear, as its sole risk and responsibility, any cost arising from PROFESSIONALS’s preparation of a response to this RFQ.

2.1.2 PROFESSIONALS is a reputable company that is lawfully and regularly engaged in providing the Services.

2.1.3 PROFESSIONALS has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

2.1.4 PROFESSIONALS is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.

2.1.5 PROFESSIONALS understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in Section 4 of this RFQ, under which PROFESSIONALS will be required to operate.

2.1.6 If selected by University, PROFESSIONALS will not delegate any of its duties or responsibilities under this RFQ or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

2.1.7 If selected by University, PROFESSIONALS will maintain any insurance coverage as required by the Agreement during the term thereof.

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

2.1.9 PROFESSIONALS will defend, indemnify, and hold harmless University, The University of Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all claims, actions, suits, demands, costs (including, but not limited to reasonable attorneys’ fees), damages, and liabilities, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of PROFESSIONALS or any agent, employee, subcontractor, or supplier of PROFESSIONALS in the execution or performance of any contract or agreement resulting from this RFQ.

2.1.10 Pursuant to Sections 2107.008 and 2252.903, Government Code, any payments owing to PROFESSIONALS under any contract or agreement resulting from this RFQ may be applied directly to any debt or delinquency that PROFESSIONALS 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.

2.2 By signature hereon, PROFESSIONALS offers and agrees to furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFQ.

2.3 By signature hereon, PROFESSIONALS affirms that it has not given or offered to give, nor does PROFESSIONALS 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 submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the PROFESSIONALS may be removed from all proposal lists at University.

2.4 By signature hereon, PROFESSIONALS certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, Tax Code, or that PROFESSIONALS is exempt from the payment of those taxes, or that PROFESSIONALS 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 contract or agreement.

2.5 By signature hereon, PROFESSIONALS hereby certifies that neither PROFESSIONALS nor any firm, corporation, partnership or institution represented by PROFESSIONALS, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., Business and Commerce Code, or the
Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

2.6 By signature hereon, PROFESSIONALS certifies that the individual signing this document and the documents made a part of this RFQ, is authorized to sign such documents on behalf of PROFESSIONALS and to bind PROFESSIONALS under any agreements and other contractual arrangements that may result from the submission of PROFESSIONALS’s proposal.

2.7 By signature hereon, PROFESSIONALS certifies as follows:

"Under Section 231.006, Family Code, relating to child support, PROFESSIONALS certifies that the individual or business entity named in the PROFESSIONALS’s proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFQ may be terminated if this certification is inaccurate."

2.8 By signature hereon, PROFESSIONALS certifies that (i) 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 PROFESSIONALS that is a sole proprietorship, the officers or directors of any PROFESSIONALS that is a corporation, the partners of any PROFESSIONALS that is a partnership, the joint venturers of any PROFESSIONALS that is a joint venture or the members or managers of any PROFESSIONALS that is a limited liability company, on one hand, and an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to University in writing and (ii) PROFESSIONALS has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline. All disclosures by PROFESSIONALS in connection with this certification will be subject to administrative review and approval before University enters into a contract or agreement with PROFESSIONALS.

2.9 By signature hereon, PROFESSIONALS affirms that no compensation has been received for its participation in the preparation of the requirements or specifications for this RFQ, in accordance with Section 2155.004, Government Code.

2.10 By signature hereon, PROFESSIONALS certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

2.11 By signature hereon, PROFESSIONALS represents and warrants that all products and services offered to University in response to this RFQ 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 RFQ.

2.12 PROFESSIONALS will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time University makes an award or enters into any contract or agreement with PROFESSIONALS.

2.13 PROFESSIONALS should complete the following information:

If PROFESSIONALS is a Corporation, then State of Incorporation: ____________________________

If PROFESSIONALS is a Corporation then PROFESSIONALS’s Corporate Charter Number: ______

RFQ 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 SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

Submitted and Certified By:

(PROFESSIONAL's Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(main contact name and email address)

(Date Signed)

(PROFESSIONAL's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)
SECTION 3

PROFESSIONALS’S GENERAL QUESTIONNAIRE

NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under Sections 552.021 and 552.023, Government Code, individuals are entitled to receive and review such information. Under Section 559.004, Government Code, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.

Proposals must include responses to the questions contained in this PROFESSIONALS’s General Questionnaire. PROFESSIONALS 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, PROFESSIONALS should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. PROFESSIONALS will explain the reason when responding N/A or N/R.

3.1 PROFESSIONALS Profile

3.1.1 Legal name of PROFESSIONALS 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 PROFESSIONALS 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 PROFESSIONALS will provide a copy of its financial statements for the past two (2) years, if requested by University.

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

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

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

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

3.1.7 PROFESSIONALS will provide a customer reference list of no less than three (3) organizations with which PROFESSIONALS currently has contracts and/or to which PROFESSIONALS has previously provided services (within the past five (5) years) of a type and scope similar to those required by University’s RFG. PROFESSIONALS 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 PROFESSIONALS.
3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between PROFESSIONALS and any employee of University? If yes, PROFESSIONALS will explain.

3.1.9 PROFESSIONALS will provide the name and Social Security Number for each person having at least 25% ownership interest in PROFESSIONALS. This disclosure is mandatory pursuant to Section 231.006, Family Code, and will be used for the purpose of determining whether an owner of PROFESSIONALS 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, Chapter 552, Government Code, and other applicable law.

3.2 Approach to Project Services

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

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

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

3.3 General Requirements

3.3.1 PROFESSIONALS 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 PROFESSIONALS.

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

3.4 Service Support

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

3.5 Quality Assurance

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

3.6 Miscellaneous

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

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

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