

UNIVERSITY OF NORTH TEXAS SYSTEM™

REQUEST FOR PROPOSALS HUB SUBCONTRACTING PLAN REQUIRED

Request for Proposal #:
Request for Proposal Name:
RFP PRE-PROPOSAL MEETING DATE & TIME:
RFP DUE DATE AND TIME:
RFP PUBLIC OPENING DATE & TIME:

RFP769-13-135443-CS
IT Governance and Project Management System
N/A
November 29, 2012 @ 2:00 PM
N/A

RETURN SEALED PROPOSALS TO:

Physical Address (i.e. hand delivery and overnight):

University of North Texas
Business Service Center
University Services Building
2310 N. I-35E
Denton, Texas 76205

INSTRUCTIONS FOR A FACSIMILE RESPONSE:

Fax Responses will not be accepted for this RFP.

If there are any questions regarding this RFP, please submit solicitation questions to: [Solicitation Inquiry](#) located at bsc.untssystem.edu. Bids Listing Page. All questions must be received no later than November 14, 2012 at 1:00 PM CST. All questions and answers will be posted to the website by 5:00 PM CST, November 15, 2012.

A copy of this proposal form is posted at and may be downloaded from: bsc.untssystem.edu

Check below if preference claimed under TAC, Title 34, as amended

- Supplies, materials, or equipment produced in Texas/offered by Texas bidders
- Agricultural products produced or grown in Texas
- Agricultural products and services offered by TX bidders
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Recycled, remanufactured, or environmentally sensitive products, including recycled steel products
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formally contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards

By signing this proposal, respondent certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Bidder as defined in Texas Administrative Code (TAC), Title 34, as amended.

In accordance with the Texas Government Code, Sections 2161.181-182 and the Texas Administrative Code (TAC), Title 34, as amended, state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBS) in contracts for construction, services, including professional and consulting services and commodities contracts. The Texas Comptroller of Public Accounts HUB Rules, TAC, Title 34, as amended, encourages the use of HUBs by implementing these policies through race-ethnic-and gender-neutral means.

Are you a certified HUB? (circle one) YES or NO

If yes, please circle the organization or entity certified with below and include a copy of your certificate:

Texas Comptroller of Public Accounts; NCTRCA; MBDC; Other _____

If yes, please also specify: Ethnicity _____ & Gender _____

IF SUBMITTING A PROPOSAL, RFP MUST BE SIGNED and ALL attached files must be printed and returned with proposal package. The HUB Subcontracting Plan must be submitted in a separate clearly marked envelope. You shall submit a clearly marked original, one (1) duplicate copy, and two (2) CD/DVD in a single PDF format (CD's with more than the requested information will be considered non-responsive). Sealed proposals should be received NO LATER THAN the specified due date and time. UNTS reserves the right to accept late proposals, however proposals received after opening time will not be accepted. Show RFP opening date, RFP number, and return address of firm on sealed proposal envelope. Incomplete proposals will be disqualified.

RESPONDENT MUST FILL IN AND SIGN BELOW:

(FAILURE TO SIGN WILL DISQUALIFY PROPOSAL)

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PAYEE ID#: _____

AUTHORIZE AGENT: _____

(Print or Type Name)

AUTHORIZED SIGNATURE: _____

DATE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

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RFP Checklist-Please use this checklist to make sure you are providing all the proper documents

- () All UNTS provided RFP forms completed
- () Proposal signed
- () Proposed contract supplied (if applicable)
- () Original, one (1) additional copies clearly marked and two (2) CD/DVD's in a single PDF format
- () All required HUB Subcontracting forms completed and **placed in an individual, clearly marked envelope, packaged separately from any other documents.** HUB Plan must be returned with your RFP response.
- () If requested, supporting product or service documentation provided
- () Addendums included in response

NOTICE--IN ADDITION TO THE ITEMS LISTED BELOW, THE TERMS AND CONDITIONS OF THIS RFP ARE ATTACHED AS ATTACHMENT "A".

RFPs for contracts with an expected value of \$100,000 or more will also require sub-contracting form or plan. This RFP **DOES** include a HUB sub-contracting package, which is attached at Attachment "B". The HUB Sub-contracting package must be completed and returned with RFP response in a separate marked envelope.

IMPORTANT NOTICE: ANY PROPOSED CHANGES TO THE TERMS AND CONDITIONS OUTLINED IN THIS RFP MUST BE SUBMITTED ALONG WITH YOUR RESPONSE TO THIS RFP. FAILURE TO PROVIDE SUCH MAY PREVENT UNTS FROM AGREEING TO ANY CHANGES IN OUR STANDARD TERMS AND CONDITIONS AND COULD AFFECT THE AWARD OF THIS RFP.

The laws of the State of Texas must prevail on all responses.

1.0 SCOPE OF WORK/DESCRIPTION OF GOODS (COMMODITY CODE 209-69):

In accordance with Education Code 51.9335, the University of North Texas System, subsequently referred to as UNTS, is accepting proposals and intends to enter into an agreement with a vendor that specializes in an **IT Governance and Project Management System** in accordance with the terms and conditions and requirements set forth in this Request for Proposal. The resulting pricing, terms and conditions shall be extended to the University of North Texas System (UNTS), the University of North Texas (UNT), the University of North Texas Health Science Center (UNTHSC), University of North Texas at Dallas (UNTD) and any other institutions of higher education interested in utilizing the agreement, as allowed by the Texas Education Code.

1.1 Specifications: SEE ATTACHMENT "C" SCOPE OF WORK/PRICING

1.2 Pricing: SEE ATTACHMENT "C" SCOPE OF WORK/PRICING

2.0 HUB SUBCONTRACTING OPPORTUNITIES AND FORMS:

UNTS has determined Sub-contracting opportunities are possible and have identified the following areas:

- Installation
- Configuration
- Data Migration
- Training

All subcontracted work whether identified by UNTS or not, are required to be identified in the HUB Subcontracting Plan. Please complete the attached HUB Subcontracting Plan for all subcontracting opportunities to be utilized in this project. **Failure to complete the HUB Subcontracting Plan correctly will disqualify your RFP response. Please return the HUB Subcontracting Plan in a clearly marked envelope, separate from your RFP response.**

IMPORTANT NOTICE:

Only RFP responses with approved HUB Subcontracting Plans will be opened. Failure to return your HUB Subcontracting Plan in a separate envelope will prevent UNTS from opening your RFP response.

Questions regarding the completion of the HUB Subcontracting Plan should be directed to Eddie Reyes at 940-369-5500. You may also view an on-line video/audio file that explains, in a step by step manner, exactly how to fill out a HUB Sub-Contracting Plan. The video/audio file is located at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.

3.0 PRE-PROPOSAL MEETING: Not Applicable to this RFP.

4.0 EVALUATION:

As provided by statute, awards will be based on the best proposal most advantageous to UNTS. Determination will be made by consideration of prices offered, delivery date, quality, general reputation, and performance of the respondents, service as related to past performance, suitability of items for the intended use and conformity to specifications, terms and conditions of this Request for Proposal. UNTS reserves the rights to reject all proposals that UNTS determines in its sole judgment are not in the best interest of the institution.

5.0 SELECTION PROCESS:

Selection of the Successful Offer submitted in response to this RFP by the Submittal Deadline will be made using the competitive process described below.

After the opening of the offers and upon completion of the initial review and evaluation of the offers submitted, selected respondents may be invited to participate in oral presentations. The selection of the Successful Offer may be made by UNTS on the basis of the offers initially submitted, without discussion, clarification or modification. In the alternative, selection of the Successful Offer may be made by UNTS on the basis of negotiation with any of the respondents. At UNTS's sole option and discretion, it may discuss and negotiate all elements of the offers submitted by selected respondents within a specified competitive range. For purposes of negotiation, a competitive range of acceptable or potentially acceptable offers may be established comprising the highest rated offers. UNTS will provide each respondent within the competitive range with an equal opportunity for discussion and revision of its offer. UNTS will not disclose any information derived from the offers submitted by competing respondents in conducting such discussions. Further action on offers not included within the competitive range will be deferred pending the selection of the Successful Offer, however, UNTS reserves the right to include additional offers in the competitive range if deemed to be in its best interest.

After the submission of offers but before final selection of the Successful Offer is made, UNTS may permit a respondent to revise its offer in order to obtain the respondent's best final offer. UNTS is not bound to accept the lowest priced offer if that offer is not in its best interest, as determined by UNTS.

UNTS reserves the right to: (a) enter into agreements or other contractual arrangements for all or any portion of the Scope of Work set forth in this Proposal with one or more respondents; (b) reject any and all offers and re-solicit offers; or (c) reject any and all offers and temporarily or permanently abandon this procurement, if deemed to be in the best interest of UNTS.

5.1 Evaluation of Criteria: The successful offer will be the offer that is submitted in response to this Proposal by the Submittal Deadline and is the most advantageous to UNTS in UNTS's sole discretion. Offers will be evaluated by an evaluation committee that will include employees of UNTS and other persons invited by UNTS to participate. The evaluation of offers and the selection of the Successful Offer will be based on the information provided to UNTS by the respondent in response to the Specifications section of this Proposal. Consideration may also be given to any additional information and comments if such information or comments increase the benefits to UNTS. The successful respondent will be required to enter into a contract acceptable to UNTS.

The evaluation committee will determine if Best and Final Offers are necessary. Award of a contract may be made without Best and Final Offers. UNTS may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a Best and Final Offer is at the sole discretion of UNTS and will be extended in writing

In evaluating Proposals to determine the best value for the State, UNTS may consider information related to past contract performance of a Respondent including, but not limited to, Texas Comptroller of Public Account's Vendor Performance Tracking System. UNTS also considers "Best Value" in the award process. Best Value to the state is located in Attachment "A", Section 1.5. In addition to Section 1.5, UNTS will consider the following:

- i. The vendor must respond to the electronic spreadsheet questionnaire (Addendum A) regarding organizational requirements. The vendor may either respond to each requirement directly within the "Vendor Response/Reference" column in the spreadsheet or reference another document that is attached to the RFP.
- ii. The vendor must fill out the electronic spreadsheet questionnaire (Addendum B) regarding system functional (Functional tab) and technical (Technical tab) requirements using the standard values required for the Vendor Response, and further describe the functionality within their product in the Vendor Notes where requested ("Describe") or if desired.
- iii. If the Vendor Response pertaining to a particular functionality within the system requirements questionnaire (Addendum B) is "Extension" (bolt on/interface by customer or vendor) or "Mod Required" (by vendor), the vendor must include a description of the extension or modification required in the Vendor Notes, including estimated duration and cost.
- iv. Unless prefaced by the phrase "If hosted" (Sub-Category "Hosting"), technical questions within the system requirements questionnaire (Addendum B) are assumed to be within the realm of a customer-managed infrastructure.
- v. The vendor must provide filled out electronic copies of the questionnaires as well as the printed versions within the RFP. **Do not re-sort any questionnaire rows.**
- vi. UNTS shall review all information submitted to best determine which software package will best meet the needs of the UNT System.
- vii. UNTS reserves the right to award maintenance/support and/or implementation services to a third party (e.g., partner) if it determines this is in the best interest of UNTS. Therefore, the respondent should quote software, maintenance/support, and implementation services separately.

5.2 Respondent's Acceptance of Process: Submission of an offer by a respondent indicates: (1) the respondent's acceptance of the Selection Process, the Evaluation of Criteria for selection, and all other requirements and specifications set forth in this Proposal; and (2) the respondent's recognition that some subjective judgments must be made by UNTS during this Proposal process.

6.0 SUBMITTAL DEADLINE:

To respond to this Proposal via mail, respondents must submit the information requested in the Specifications section of this Proposal and any other relevant information in a clear and concise written format to:

Via hand delivery or overnight
(i.e. FedEx, UPS, etc.)
Carrie Stoeckert
University of North Texas System
Business Service Center
University Services Building
2310 N. I-35E
Denton, Texas 76205

Offers must be submitted in an envelope or other appropriate container and the name and return address of the respondent must be clearly visible. All offers shall be received at the above address no later than the due date and time listed on Page 1 of this RFP. UNTS reserves the right to accept late proposals, however proposals received after opening time will not be accepted.

Proposals will be received until the date and time established for receipt, then opened. Only the names of the respondents who submitted proposals will be made public. Prices and terms will not be divulged until after contract award.

7.0 SCHEDULE OF EVENTS. The solicitation process for this RFP will proceed according to the following schedule:

<u>EVENT</u>	<u>DATE</u>
Issue RFP	October 26, 2012
Deadline for Submission of Questions	November 14, 2012 @ 1:00 PM
Deadline for Submission of Responses	November 29, 2012 @ 2:00 PM

7.1 REVISIONS TO SCHEDULE. UNTS reserves the right to change the dates in the schedule of events above upon written notification to prospective Respondents through a posting on the UNTS website and the Electronic State Business Daily as an Addendum.

8.0 QUESTIONS:

Questions concerning this Proposal should be directed to:

Carrie Stoeckert

Please submit solicitation questions to: [Solicitation Inquiry](#) located at bsc.untssystem.edu Bids Listing Page.

All questions must be received no later than November 14, 2012, at 1:00 PM CST. All questions and answers will be posted to the website by 5:00 PM CST, November 15, 2012.

UNTS may in its sole discretion respond in writing to questions concerning this Proposal. Only UNTS' responses made by formal written Addendum to this Proposal shall be binding and shall be posted on the UNTS website located at bsc.untsystem.edu. Oral or other written interpretations or clarifications shall be without legal effect.

9.0 PUBLIC OPENING: Not Applicable to this RFP.

10.0 REFERENCES (REQUIRED):

Respondents, please list three (3) companies who have been using your firm for similar or like services on a regular basis for the past 6-12 months. By listing references respondent agrees that UNTS may investigate these references and consider them as a basis to determine award of this RFP.

Company Name: _____
Person to Contact: _____
Street Address: _____
City, State, Zip: _____
Area Code and Telephone: _____

Company Name: _____
Person to Contact: _____
Street Address: _____
City, State, Zip: _____
Area Code and Telephone: _____

Company Name: _____
Person to Contact: _____
Street Address: _____
City, State, Zip: _____
Area Code and Telephone: _____

11.0 INSURANCE: Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

11.1 Commercial General Liability – Occurrence Form: Policy shall include bodily injury, property damage, and liability assumed under an insured contract, including defense costs.

- The policy shall be endorsed to include the following additional insured language: "University of North Texas System, its component institutions and affiliated organizations, officials, regents, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Vendor."

- **Minimum Limits:**

<i>General Aggregate</i>	<i>\$1,000,000</i>
<i>Products/Completed Operations Aggregate</i>	<i>\$1,000,000</i>
<i>Each Occurrence Limit</i>	<i>\$1,000,000</i>
<i>Personal/Advertising Injury</i>	<i>\$1,000,000</i>

11.2 Automobile Liability: Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this contract.

- The policy shall be endorsed to include the following additional insured language: “University of North Texas System, its component institutions and affiliated organizations, officials, regents, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Vendor.”
- **Minimum Limits:**

<i>Bodily Injury/Property Damage (Each Accident)</i>	<i>\$1,000,000</i>
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11.3 Workers’ Compensation and Employer’s Liability

- The policy shall include a waiver of subrogation in favor of UNTS.
- **Minimum Limits:**

<i>Workers’ Compensation</i>	<i>Statutory</i>
<i>Employer’s Liability</i>	<i>\$500,000</i>

11.4 Errors and Omissions Liability, including Network Security and Privacy Liability: The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the scope of services of this contract.

- The policy shall provide coverage for the following risks: Liability arising from theft, dissemination, and/or use of confidential information stored or transmitted in electric form; network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure; and liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer’s or third person’s computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.
- The policy shall be endorsed to include the following additional insured language: “University of North Texas System, its component institutions and affiliated organizations, officials, regents, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Vendor.”

- Minimum Limits for contracts under \$500,000:

<i>Per Loss</i>	<i>\$1,000,000</i>
<i>Aggregate</i>	<i>\$1,000,000</i>
- Minimum Limits for contracts over \$500,001:

<i>Per Loss</i>	<i>\$3,000,000</i>
<i>Aggregate</i>	<i>\$3,000,000</i>

11.5 Crime Coverage: Coverage shall include employee dishonesty, forgery, or alteration and computer fraud. If Vendor is physically located on UNTS premises, third-party fidelity coverage extension shall apply.

- The policy shall include coverage for all employees of the Vendor.
- The bond or policy shall include coverage for extended theft and mysterious disappearance, and not contain a condition requiring an arrest and conviction.
- Minimum Limits:

<i>Per Loss</i>	<i>\$1,000,000</i>
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11.6 Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

- **Verification of Coverage:** Vendor shall furnish UNTS with certificates of insurance as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by UNTS before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract, and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract. UNTS reserves the right to require complete, certified copies of all insurance policies required by this contract at any time.
- **Primary Insurance:** Vendor’s insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- **Waiver of Subrogation:** All policies must include a waiver of subrogation clause in favor of UNTS.
- **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days’ prior written notice has been given to UNTS, except when cancellation is for non-payment of premium; then ten (10) days’ prior notice may be given. Such notice shall be sent directly to UNTS.

ATTACHMENT "A"
TERMS AND CONDITIONS

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THE SOLICITATION:

1.0 Response Requirements:

- a. Respondents must comply with all the rules, regulations and statutes relating to purchasing in the State of Texas, to the rules and regulations of the University of North Texas System and the requirements of this form. The University of North Texas System (UNTS) consists of the University of North Texas, University of North Texas at Dallas, and the University of North Texas Health Science Center at Fort Worth.
- b. Respondents must price per unit shown. Unit prices shall govern in the event of extension errors.
- c. Responses should be submitted on this form. Responses will be time stamped on or before the hour and date specified for the response opening.
- d. Unsigned responses will not be considered under any circumstances. Person signing response must have the authority to bind the firm in a contract.
- e. Quote F.O.B destination, freight prepaid and allowed. Otherwise, specify exact delivery cost and terms.
- f. Response prices are to be firm for UNTS acceptance for 180 days from response opening date. "Discount from list" Responses should be specified. Cash discount will not be considered in determining the low response. All cash discounts offered will be taken if earned.
- g. Respondents must give unit prices for each item to be purchased. Respondents may response less than the total number of items. An "All or None" response by Respondent may be rejected at the option of UNT System.
- h. Respondents should give Payee ID Number, full firm name, and address of respondent on the face of this form. Enter in the space provided. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, complete the following:
Enter Federal Employer's Identification Number _____
- i. Responses cannot be altered or amended after opening time. Alterations made before opening time should be initialed by respondent or his authorized agent. No response can be withdrawn after opening time without approval by UNTS based on an acceptable written reason.
- j. Purchases made for UNTS use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in response. Excise Tax Exemption Certificates are available upon request.
- k. UNTS reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the response to best serve the interests of UNTS.
- l. Consistent and continued tie Responses could cause rejection of offers by UNTS and/or investigation for antitrust violations.
- m. FACSIMILE FOR RESPONSE— UNTS will not accept responses via facsimile.
- n. QUOTATIONS AND RESPONSES: Any quotation number referenced is for pricing purposes only. In addition, UNTS solicitation terms and mutually acceptable written revisions, if any, shall apply. Any terms and conditions not accepted through UNTS Business Service Center Purchasing in writing are not binding on either party.
- o. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Responses on brands of like nature and quality will be considered if response specifies such. If responding on other than referenced, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of product offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names, numbers, etc.
- p. Unless otherwise specified, items offered shall be new and unused.
- q. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.
- r. Samples, when requested, must be furnished free of expense to UNTS. If not destroyed in examination, they will be returned to the respondent, on request, at respondent's expense. Each sample should be marked with respondent's name and address, and requisition number. Do not enclose in or attach offer to sample.
- s. UNTS will not be bound by any oral statement, or representation contrary to the written specifications of this Response.
- t. Manufacturer's standard warranty shall apply unless otherwise stated in the Response.

1.2 Tie Responses: In case of tie bids, any award will be made in accordance with TAC, Title 34, as amended.

1.3 Delivery:

- a. Show number of days required to place material at UNTS designated location under normal conditions. Failure to state delivery time obligates respondent to deliver in 14 calendar days. Unrealistic delivery promises may cause offer to be disregarded.
- b. If delay is foreseen, respondent shall give written notice to UNTS. Vendor must keep UNTS advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes UNTS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- c. No substitutions permitted without written approval of UNTS Business Service Center Purchasing
- d. Delivery shall be made during normal UNTS working hours only, unless prior approval has been obtained from UNTS Business Service Center Purchasing

1.4 Inspection and Tests: All goods will be subject to inspection and test by UNTS. Authorized UNTS personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the response or on samples taken from regular shipment. All costs shall be borne by the respondent in the event products tested fail to meet or exceed all conditions and requirements in this Solicitation. Goods delivered and rejected in whole or in part may, at UNTS option, be returned to the respondent or held for disposition at respondent's expense. Latent defects may result in revocation of acceptance.

1.5 Award of Contract: A response to this Solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Responses do not become contracts until they are accepted through a UNTS purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas as the same may be amended from time to time. The Education Code 51.9335 shall be considered in making an award when specified. Venue for any suit filed against the UNTS shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

- a. An award is made to the vendor submitting the lowest and/or best value response conforming to this specification. To determine the lowest and/or best value response, in addition to price, BEST VALUE may be considered by some of the criteria listed below:
 - i. The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;

ATTACHMENT "A"
TERMS AND CONDITIONS

- ii. The purchase price;
- iii. The reputation of the vendor and of the vendor's goods or services;
- iv. The quality of the vendor's goods or services;
- v. The extent to which the goods or services meet UNTS needs;
- vi. The vendor's past relationship with UNTS and its component institutions;
- vii. The impact on the ability of UNTS to comply with laws and rules relating to historically under utilized business;
- viii. The total long-term cost to UNTS of acquiring the vendor's goods or services;
- ix. And any other relevant factor that a private business entity would consider in selecting a vendor.

- b. **DEBTS TO THE STATE:** Any party indebted to the State of Texas or any party who is more than 30 days delinquent for Child Support is not entitled to payment on this purchase order or any accompanying contract
- c. If a "best offer" vendor shows not to be in "good standing" this agency may reject the response and award to the next best response.
- d. The UNTS reserves the right to award the entire contract to a single Vendor or to award different components to different Vendors, whichever UNTS, at its sole discretion, determines to be in its overall best interest, as solely determined by the responsible parties of UNTS.
- e. Delivery may be a factor in this award.

1.6 Payment Terms: UNTS shall be billed in accordance with Chapter 2251 of the Texas Government Code and payment shall be made no later than thirty days following the latter of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to Customer; and (c) interest, if any, on past due payments shall accrue and be paid in accordance with Chapter 2251 of the Texas Government Code. Payee must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: UNTS Business Service Center-Payment Services; 1112 Dallas Dr. Ste. 400, Denton, TX 76205 or electronically submitted to invoices@untsystem.edu

- a. Payment on any contract will be withheld from Respondent if Respondent is determined to be more than 30 days delinquent for Child Support.
- b. Successful respondent shall be responsible for referencing the purchase order number(s) resulting from this response on any invoice(s) packing list(s), correspondence etc. Invoicing must coincide to prices quoted either on a unit, hourly, etc. basis.
- c. **DISQUALIFICATION:** Response is subject to disqualification if respondent provides revisions and/or exclusions to the terms and conditions listed in this solicitation that the UNTS is limited by law from accepting (i.e. offers with the laws of a State other than Texas), requirements for prepayment not defined in or allowed for in this Solicitation, limitations on remedies, any revision to stated terms and conditions of the Solicitation, etc.

1.7 Patents and Copyrights: The vendor agrees to protect UNTS from claims involving infringement of patents or copyrights.

1.8 Vendor Assignments: Vendor hereby assigns to UNTS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann Sec. 15.01, et seq. (1967). Inquiries pertaining to Solicitations must give solicitation number, codes, and opening date.

1.9 Respondent Affirmation: Signing this response with a false statement is a material breach of contract and shall void the submitted response or any resulting contracts, and the respondent shall be removed from all bidder lists. By signature provided below, the respondent hereby affirms and certifies that:

- a. The respondent has not given, offered to give, nor intends 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 the submitted response.
- b. The respondent is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- c. Neither the respondent nor the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.
- d. Under Section 2155.004 Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if the certification is inaccurate.
- e. Under Section 231.006(d), Family Code (relating to child support), the respondent certifies that the individual or business entity named in this offer is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- f. Respondent agrees that any payments due under this contract may be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- g. Respondent agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- h. Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through bidder and the requirement to cooperate is included in any subcontract it awards
- i. Respondent certifies that they are in compliance with Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:

Name of former Executive: _____

Name of State Agency: _____

Date of separation from State agency: _____

Position with respondent: _____ Date of employment with respondent: _____

ATTACHMENT "A"
TERMS AND CONDITIONS

- 1.10 Pursuant to Section 231.006 of the Family Code**, response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. Vendors that have pre-registered this information on the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) have satisfied this requirement. If not pre-registered, list the name and social security numbers for each person. Otherwise, this information must be provided prior to contract award.
- 1.11 Note to Vendors: Any terms and conditions attached to any response will not be considered unless specifically referred to on the Solicitation and may result in disqualification of the response.**
- a. **Dispute Resolution:** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Purchase Order, then the statutory dispute resolution process must be used by the vendor to attempt to resolve all of its disputes arising under this Purchase Order.
- i. Any contractual claim of respondent that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, respondent shall submit written notice, as required by subchapter B, to Carolyn Cross, UNTS Business Service Center Director of Purchasing.. Said notice shall specifically state that the provisions of Chapter 2260, of subchapter B, are being invoked. Compliance by respondent with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.
- ii. The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is respondent's sole and exclusive process for seeking a remedy for any and all alleged contractual claims if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- iii. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the UNTS and its component institutions nor any conduct of any representative of the UNTS and its component institutions hereafter shall be considered a waiver of sovereign immunity to suit. The submission, processing, and resolution of respondent's claim is governed by the published Rules adopted by the Texas Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereinafter enacted or subsequently amended. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by respondent, in whole or in part. The designated individual responsible on behalf of the UNTS for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of H.B. 826 of the 76th Texas Legislature shall be Carolyn Cross, UNTS Business Service Center Director of Purchasing.iv. Venue and service of process for suits involving UNTS is governed by Section 105.151 of the Texas Education Code.
- b. **Excess Obligations Prohibited:** The Texas Constitution (Article XVI, Section 10) prohibits obligators beyond the current appropriations, which UNTS applies annually. Any Purchase Order may be canceled at any time without penalty if legislative and/or UNTS funds are not appropriated for goods or services obligated on any Purchase Order beyond the current fiscal year (September 1 through August 31 of any given year.)
- d. **Cancellation:** Items or orders may be canceled without the consent of the vendor due to failure to fulfill their contractual obligations. If cancellation is requested by UNT System for some other reason through no fault of the vendor, the vendor will be contacted. UNTS reserves the right to cancel this contract upon 30 days written notice to the contractor. The contractor must request and secure in writing the approval of the Purchasing Department to be released from this contract or any portion thereof should conditions unforeseeable occur.
- e. **Miscellaneous:** The laws of the State of Texas shall prevail including the Public Information Act. Any order is not confidential. All transactions associated with this Order may be subject to audit. Vendor by accepting this Order agrees to allow access to all records regarding this transaction upon written request by the UNTS Internal Auditors and/or UNTSBusiness Service Center Purchasing.
- f. **RESPONSE RESULTS:** It is not the policy of UNTS to furnish results over the telephone. Bid tabulations may be requested at <http://bsc.untsystem.edu/content/bid-inquiry>.
- g. **Centralized Master Bidders List ("CBML"):** The UNTS utilizes the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) for Historically Underutilized Businesses (HUB). The CMBL is located at: <http://www.window.state.tx.us/procurement/>. Non-HUB respondents are identified from various sources including the CBML.
- 1.12 Indemnification: Vendor further agrees to indemnify, defend, and hold harmless the UNTS, its Board of Regents, officers and employees, from and against any and all claims, actions, suits, demands, proceedings costs, liability, injuries, damages or allegations of such brought by an act or omission of vendor or vendor's employees and/or subcontractors or due to vendor's product or services. This indemnification shall include but not be limited to acts or omissions related to environmental hazards.**
- 1.14** The parties understand and agree that any purchase order/contract may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this purchase order/contract and to negotiate in good faith to execute any amendment to this purchase order/contract that s required for the terms of this purchase order/contract to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the other party
- 1.15** Vendor hereby certifies that the network hardware or software, as applicable, procured or leased under this contract, has undergone independent certification testing for known and relevant vulnerabilities in accordance with §2059.060, Texas Government Code.
- 1.16 Exemption Declaration:** Pursuant to the provisions of the Texas Government Code, Chapter 2157.005(d) this requirement is for the purchase of a wireless communication device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency. .
- 1.17 Important Notice:** Any purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provision of Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).
- 1.18 Federal Funds:** All procurements of supplies equipment, and services utilizing Federal Funds (e.g. Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations: Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB)Educational Institutions (even if part of a State or local government) follow: OMB A-21 for cost principles, A-110 for

ATTACHMENT "A"
TERMS AND CONDITIONS

administrative requirements, and A-133 for audit requirements. All procurement requirements contained in the above referenced circulars are incorporated herein by reference. By signing this solicitation document vendor certifies that vendor is in compliance with OMB A110 and that vendor is not on the Debarred Bidders List.

- 1.19 Suspension, Debarment, and Terrorism:** Vendor further certifies that the vendor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that vendor is in compliance with the State of Texas statutes and rules relating to procurement and that vendor is not listed on the federal government's terrorism watch list as described in executive order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>

ATTACHMENT “B”

HUB SUBCONTRACTING PLAN



HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders contracts,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: _____ Bid Open Date: _____

(mm/dd/yyyy)

Enter your company's name here: _____

Requisition #: _____

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the **aggregate expected percentage** of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- **Yes** (If **Yes**, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If *Yes*, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If *No*, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

 Signature Printed Name Title Date
(mm/dd/yyyy)

- REMINDER:**
- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
 - If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ Description: _____

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) *Cont.*

Enter your company's name here: _____	Requisition #: _____
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SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # <small>(Required if Texas certified HUB)</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Section A	PRIME CONTRACTOR'S INFORMATION
Company Name: _____	State of Texas VID #: _____
Point-of-Contact: _____	Phone #: _____
E-mail Address: _____	Fax #: _____

Section B	CONTRACTING STATE AGENCY AND REQUISITION INFORMATION
Agency Name: _____	
Point-of-Contact: _____	Phone #: _____
Requisition #: _____	Bid Open Date: _____ <small>(mm/dd/yyyy)</small>

Section C	SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION
1. Potential Subcontractor's Bid Response Due Date:	<p>If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than <input type="text" value="Select"/> Central Time on: _____ Date (mm/dd/yyyy)</p> <div style="border: 1px solid black; padding: 5px; font-size: small;"> <p><i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p> </div>
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable	
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable	



HUB SUBCONTRACTING PLAN (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- ❖ If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - Section 1 – Respondent and Requisition Information
 - Section 2 a. – Yes, I will be subcontracting portions of the contract
 - Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
 - Section 2 c. – Yes
 - Section 4 – Affirmation
 - GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

- ❖ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:
 - Section 1 – Respondent and Requisition Information
 - Section 2 a. – Yes, I will be subcontracting portions of the contract
 - Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - Section 2 c. – No
 - Section 2 d. – Yes
 - Section 4 – Affirmation
 - GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

- ❖ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:
 - Section 1 – Respondent and Requisition Information
 - Section 2 a. – Yes, I will be subcontracting portions of the contract
 - Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - Section 2 c. – No
 - Section 2 d. – No
 - Section 4 – Affirmation
 - GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

- ❖ If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
 - Section 1 – Respondent and Requisition Information
 - Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
 - Section 3 – Self Performing Justification
 - Section 4 – Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into “new” contracts.



ATTACHMENT “C”
IT GOVERNANCE AND PROJECT MANAGEMENT SYSTEM SELECTION
SCOPE OF WORK/PRICING

September 20, 2012

IT Shared Services (ITSS) within the UNT System (UNTS) is interested in obtaining software applications that could better serve ITSS needs than the current platforms. The current platforms require extensive configuration/programming and development work to meet ITSS governance and project management requirements. The platforms are complex to use, expensive to maintain and operate, and information does not flow between the products being utilized.

1. System Objectives:

- a. Alignment with Texas Department of Information Resources (DIR) Project Management Framework initiative.
- b. Enhanced communications via a common repository.
- c. Better alignment of projects to business needs.
- d. More effective execution of projects.
- e. Maximized use of resources.
- f. Greater operational visibility and transparency.
- g. Enhanced team collaboration.
- h. More predictable and consistent delivery of services to ITSS customers.

2. General Functionalities Required (commonly known as):

- a. Demand Management
- b. Project Portfolio Management
- c. Project Management
- d. Resource Management
- e. Financial Management
- f. Application/Service Portfolio Management

3. Purchase Options:

a. Support Required:

- i. Vendors must describe the various types of support included in the maintenance fee such as phone support, on-site, patches & fixes, etc.
- ii. Vendors must supply hardware recommendations based on the estimated users identified for each function (see Addendum C attached to RFP). Alternatively, vendors can propose a hosted solution in addition to an on-premise solution.



- iii. Estimated users identified in Addendum C will be altered during the negotiation process based on need.
- iv. Implementation services **must** include all expenses, including but not limited to travel (no billing for expenses).

b. License Requirements:

- i. Proposals must include standard role-based licenses, “blended rate” licenses for total users (regardless of function), and an enterprise license for unlimited users regardless of function.
- ii. Proposals must include two (2) quotes: one for a hosted environment (hosted by the vendor) and another assuming the application and infrastructure is maintained by the customer (UNTS).
- iii. Future license purchases shall be based on previously negotiated rates and shall be straight-forward in execution.
- iv. Vendors are invited to provide additional pricing packages/alternatives that would be of best interest to the UNTS.

c. Maintenance:

- i. Proposals must include costs for software, implementation services (including installation, configuration, data migration, training, and travel), and maintenance of which the first year of maintenance should be included as a separate line item.
- ii. UNTS also requests that the cost for the first year and an additional two (2) years of maintenance and support be quoted in the proposal as a separate line item.

d. Cancellation:

- i. A “trial period” must be available for a minimum of ninety (90) days after contract award during which software may be returned for refund if the product is not satisfactory and cannot meet the needs of UNTS.



4. Pricing:

<u>Software</u>		
	Standard role-based license	\$
	Standard role-based license - Hosted	\$
	“Blended-rate” license	\$
	“Blended-rate” license – Hosted	\$
	Enterprise license	\$
	Enterprise license – Hosted	\$
	Alternative licensing (list components)	\$
	Alternative licensing (list components) – Hosted	\$
<u>Maintenance/Support</u>		
	1 year w/package	\$
	1 year w/package – Hosted	\$
	3 years w/package (1 st year plus 2 years)	\$
	3 years w/package (1 st year plus 2 years) - Hosted	\$
<u>Implementation Services</u>		
including all expenses	Installation by Professional Services	\$
	Installation by Professional Services – Hosted	\$
	Configuration by Professional Services	\$
	Configuration by Professional Services – Hosted	\$
	Data Migration by Professional Services	\$
	Data Migration by Professional Services – Hosted	\$
	Training by Professional Services	\$
	Training by Professional Services – Hosted	\$

Addendum A
University of North Texas System - IT Shared Services
Organizational Requirements

	Requirement	Deliverable	Vendor Response/Reference
	Proposal Requirements		
PR-1	System Requirements	Complete system requirements questionnaire (Addendum B)	
PR-2	Complete Proposal	Provide response consistent with specifications in Scope of Work; cover all areas of RFP	
PR-3	Respondent's Proposed contract	Supply an example of contract, if applicable	
	Organizational Viability		
OV-1	Financial Condition	Provide audited financial statement	
OV-2	Number of Customers; Industries; Length of Service	Provide number of customers, their industries, and length of time serviced.	
OV-3	Time in PPM Market	Provide the length of time in the Portfolio & Project Mgt Market	
OV-4	Business Direction; Future Strategy	Describe your current business focus and future strategy	
OV-5	Investing in Future	Describe your R&D strategy	
OV-6	Management Strength	Describe your management team, industry experience, tenure, etc.	
OV-7	Geographies	List your customers and their user base (# users) in the US	
OV-9	Organization Size	Describe the size of your organization and software division headcount	
	Organizational Ability		
OA-1	Overall RFP-related Experience	Describe experience providing PPM services to customers	
OA-2	Business Relationships	Describe any business and implementation partners (list)	
OA-3	Industry Influence	Describe any industry influence you may have (PMI, other PPM boards, etc.)	
	Customer Support		
CS-1	Management of Customer-facing activities	Describe how customer facing activities are managed	
CS-2	Handling of technology-related customer problems	Describe your escalation process for customer problems	
CS-3	Customer training/usability questions	Describe your training offerings.	

Addendum A
 University of North Texas System - IT Shared Services
 Organizational Requirements

	Requirement	Deliverable	Vendor Response/Reference
CS-4	How many help desks currently? Location?	List the number of help desks and locations	
CS-5	Relationship management	Describe how you propose to manage the customer relationship	
CS-6	Using Ticketing Systems to Manage Requests	Describe ticketing system procedures that support customer requests	
CS-7	Ability to provide end-user support functions	Describe your ability to provide end-user support functions	
	Application Management		
AM-1	CMM Level/Date	Describe your current CMM level	
AM-2	Product Architecture	Describe architecture & platform that product is built on	
AM-3	SAS70 certification/date	Do you have a completed SAS70?	
AM-4	Version Release Level	How often do you release new versions of the product?	
AM-5	Product Roadmap	Describe your product enhancement roadmap	
AM-6	Overall application management experience	Describe the experience level of your application developers	
AM-7	Out-of-scope requirement handling	Describe how you handle new enhancement requests	
	Hosting Experience		
HE-1	Experience hosting applications	Describe your experience hosting applications for customers	
HE-2	Hosted Customer Base	Describe percent of customers currently being hosted and length of time	
HE-3	Backup/Recovery Strategy	Describe your backup and recovery strategy	
HE-4	Performance Management	Describe your performance management process	
HE-5	Infrastructure Upgrades	Describe your upgrade/replacement process for infrastructure	
HE-6	Customer Connectivity	Describe your customer bandwidth requirements	
HE-7	Software Upgrades	Describe how customer application upgrades are done	
HE-8	Location of service centers	Provide list of service centers and locations	
HE-9	Physical security procedures	Provide sample physical security procedures	

Addendum A
 University of North Texas System - IT Shared Services
 Organizational Requirements

	Requirement	Deliverable	Vendor Response/Reference
HE-10	Data security procedures	Provide sample data security procedures	
HE-11	Disaster recovery plan	Describe your disaster recovery methodology	
	Service Levels		
SL-1	Service/quality concern handling	Describe how service/quality concerns are handled	
SL-2	Service level failure management	Describe how service level failures are handled (w/examples)	
SL-3	Client access to service level metrics and reporting	Describe customer access to SLA metrics and reporting (w/examples)	
SL-4	Process for receiving credits from missed service levels	Describe policy for handling service level credits	
SL-5	Reporting availability/examples	Provide examples of service level reports	
SL-6	Billing method/sample	Provide a sample invoice	
	Contract Management		
CM-1	Contract Management	Describe how you propose to manage the contract management relationship	
CM-2	Contract modifications and responsibility	Describe how you propose to manage contract modifications	
CM-3	Contract renewal and termination processes	Describe how you propose to manage contract renewal and termination	

Addendum B
University of North Texas System - IT Shared Services
IT Governance and Project Management System Requirements

#	Category	Sub-Category	Functionality	Vendor Response*	Vendor Notes
1	Functional	Application/Service Portfolio Mgt	Track portfolios of projects and services as a whole. For example, to gain insight into when a particular application system or service may need to be retired. Integration of a central service catalog a plus.		
2	Functional	Demand Mgt	Project requests are submitted to the appropriate team, including project definition, scope, and other parameters. Describe.		
3	Functional	Demand Mgt	Management of initiative requests through the governance workflow/approval process electronically including governance assignments and status assignment. Integration to project management for approved projects, regardless of size or level of effort required for the project.		
4	Functional	Financial Mgt	Track summarized budgeted/actual labor costs associated with portfolios/programs/projects. Describe.		
5	Functional	Financial Mgt	Track summarized budgeted/actual non-labor costs associated with portfolios/programs/projects. Describe.		
6	Functional	Financial Mgt	Budget/cost data roll up to various levels of management within the department. Describe.		
7	Functional	Financial Mgt	Tie investment / service costs back to the departmental budget (e.g., Capital, M&O, etc.) and help keep spending under control.		
8	Functional	General	Supports popular IT Governance frameworks such as ITIL, COBIT, CMM, and SIX SIGMA. Describe.		
9	Functional	General	Central "global" area where enterprise templates, filters, views, etc. are stored and available for all users immediately.		
10	Functional	General	Allow the capability to work within a Fiscal Year as well as Calendar Year.		
11	Functional	General	Allow spreadsheet-like formulas which can calculate fields such as total # projects, total # work hours, average work hours, years to complete. Describe.		

*Std Feature; Configurable; Extension; Mod Required; Not Available; Not Applicable
If "Extension" or "Mod Required", describe in Vendor Notes including duration and cost

Addendum B
University of North Texas System - IT Shared Services
IT Governance and Project Management System Requirements

#	Category	Sub-Category	Functionality	Vendor Response*	Vendor Notes
12	Functional	General	The integration of an IT Service Management/Service Desk/Ticketing system to integrate processes (i.e., requests entered directly into the Service Management tool and flow to the Governance tool when appropriate for the request to do so).		
13	Functional	General	The ability for multiple individuals/teams to view a project at any stage based on standard application roles and responsibilities		
14	Functional	General	Product allows for "User Defined Fields" of any kind		
15	Functional	General	The ability to attach supporting documentation, perhaps through the use of project workspaces/web pages, etc. Versioning control should be included.		
16	Functional	General	Easy to configure to business needs without customization / coding.		
17	Functional	General	The ability to report time and access portfolio and project data via tablet, smartphone.		
18	Functional	General	Hosted by the vendor rather than infrastructure supported internally.		
19	Functional	General	Select portfolio and project information is readily available as public-facing.		
20	Functional	General	Content management security control at the document level		
21	Functional	General	Support Multiple Departments		
22	Functional	General	User license types are interchangeable. That is, they can be traded between groups depending on need at any given time. For example, if 5 Project Manager roles have been allotted for Group A of the IT department and only 2 are playing that role for the foreseeable future, 3 Team Members in Group B can be designated as Project Managers while the 3 original Project Managers in Group A are assigned as Team Members. Describe.		
23	Functional	Portfolio Mgt	"What if" analysis of cost and headcount changes across multiple projects. Describe.		

*Std Feature; Configurable; Extension; Mod Required; Not Available; Not Applicable
If "Extension" or "Mod Required", describe in Vendor Notes including duration and cost

Addendum B
University of North Texas System - IT Shared Services
IT Governance and Project Management System Requirements

#	Category	Sub-Category	Functionality	Vendor Response*	Vendor Notes
24	Functional	Portfolio Mgt	Scorecards showing status of investments relative to cost, schedule, risk, and other Key Performance Indicators (KPI). Describe.		
25	Functional	Portfolio Mgt	Ability to quantify benefits of initiatives and measure estimated & actual cost/risk against reward to determine value. Describe.		
26	Functional	Portfolio Mgt	Projects are scored, prioritized, and aligned with business strategies. Describe.		
27	Functional	Portfolio Mgt	Capture all kinds of initiative requests / investment ideas from customers and internal staff		
28	Functional	Portfolio Mgt	Build business cases and rank investments based on a Business Value Statement (BVS) (or similar business case development process)		
29	Functional	Portfolio Mgt	The capability to classify projects required by the Texas Administrative Code 216.21 which says: (A) Distinguishes and categorizes projects according to level of complexity and risk (e.g., technology, size, budget, time to deliver); and (B) Defines how to use the project classification method to establish, scale, and execute the appropriate level of processes		
30	Functional	Portfolio Mgt	Manage different programs for various business units. This includes, but is not limited to, grouping and reporting investments and tracking actual hours against those reserved for shared services initiatives, local initiatives, on-going operations, etc. so that capacity is not overrun.		
31	Functional	Program Mgt	Ability to setup dependencies between projects as well as tasks.		
32	Functional	Project Mgt	Provides a central repository for knowledge sharing (discussion threads)		
33	Functional	Project Mgt	Ability to identify and automate "best practices" in project management through the use of templates, "stage gates". Process workflow, and user sign-offs at various checkpoints. Describe.		

*Std Feature; Configurable; Extension; Mod Required; Not Available; Not Applicable
If "Extension" or "Mod Required", describe in Vendor Notes including duration and cost

Addendum B
University of North Texas System - IT Shared Services
IT Governance and Project Management System Requirements

#	Category	Sub-Category	Functionality	Vendor Response*	Vendor Notes
34	Functional	Project Mgt	"Spreadsheet-like" multiple row view for adding/editing multiple projects (vs. one form record at a time). Describe.		
35	Functional	Project Mgt	"Spreadsheet-like" multiple row view for adding/editing multiple tasks (vs. one form record at a time). Describe.		
36	Functional	Project Mgt	Global search-and-replace of project information. Describe, including scope (within a project, within a program, across programs, etc.).		
37	Functional	Project Mgt	Global search-and-replace of task information. Describe, including scope (within a project, within a program, across programs, etc.).		
38	Functional	Project Mgt	Availability of enterprise-level tasks (available to all users).		
39	Functional	Project Mgt	Ability to save a project within the database without publishing.		
40	Functional	Project Mgt	Availability of graphical indicators (e.g. "stop lights") in custom fields.		
41	Functional	Project Mgt	Batch delete of projects. Describe, including scope and deletion authority.		
42	Functional	Project Mgt	Resource substitution capability.		
43	Functional	Project Mgt	Flexible time reporting (by day, by week). Describe.		
44	Functional	Project Mgt	Time reporting at the project level, task level, or both		
45	Functional	Project Mgt	Ability to create and assign "generic" resources to tasks.		
46	Functional	Project Mgt	Project/task dependancies managed via graphical interface.		
47	Functional	Project Mgt	Assign resources at the project level or task level		
48	Functional	Project Mgt	Assign resources at the task level while being able to report time at the project level if desired		
49	Functional	Project Mgt	Create a Work Breakdown Structure (WBS) to identify tasks and create deliverables.		
50	Functional	Project Mgt	Build a team and assign resources. Describe.		
51	Functional	Project Mgt	The Project Manager tracks progress and updates project status manually. Describe.		
52	Functional	Project Mgt	Progress is updated automatically via Time Reporting. Describe.		
53	Functional	Project Mgt	Provide the ability to track projects issues and risks.		

*Std Feature; Configurable; Extension; Mod Required; Not Available; Not Applicable
If "Extension" or "Mod Required", describe in Vendor Notes including duration and cost

Addendum B
University of North Texas System - IT Shared Services
IT Governance and Project Management System Requirements

#	Category	Sub-Category	Functionality	Vendor Response*	Vendor Notes
54	Functional	Project Mgt	Allow Team Member or Project Manager to mark project tasks complete.		
55	Functional	Project Mgt	Capability to manage on-going operational projects (production support, preventative maintenance, administrative, responses to service requests, etc.) as well as single-time efforts. Describe.		
56	Functional	Project Mgt	Facilitates project team collaboration and communication via a central project work space. Describe.		
57	Functional	Project Mgt	Capability to track sub-task activities (steps required to complete particular tasks.)		
58	Functional	Project Mgt	Each Project Manager manages/maintains project portfolios within their area (within organizational hierarchy), with rollups to senior management. Describe.		
59	Functional	Project Mgt	Provide the ability to track "keep the lights on" as well as "project" FTEs/Hours by team, program, shared/local, etc. Describe.		
60	Functional	Project Mgt	Comprehensive project management capabilities consistent with the Project Management Institute's Project Management Body of Knowledge (PMBOK). At a minimum capabilities should include project requirements, Work Breakdown Structure (WBS), project timeline generation (master project schedule), PERT charts, CPM, GANNT charts, resource assignments, resource leveling across all projects, progress reporting, and project costing.		
61	Functional	Project Mgt	Time reporting capabilities that have been or could be integrated to the existing PeopleSoft Time and Labor reporting system to minimize effort by employees to report time weekly on Projects (both large and small), User Support, System Maintenance, Administrative, and Absence, etc.		

*Std Feature; Configurable; Extension; Mod Required; Not Available; Not Applicable
If "Extension" or "Mod Required", describe in Vendor Notes including duration and cost

Addendum B
University of North Texas System - IT Shared Services
IT Governance and Project Management System Requirements

#	Category	Sub-Category	Functionality	Vendor Response*	Vendor Notes
62	Functional	Project Mgt	Project monitoring and status reporting through alerts and push notifications to staff/PMs regarding overdue/upcoming status reports, overdue/upcoming time reporting (i.e., < 40 hours reported for the week, etc.).		
63	Functional	Project Mgt	End-to-end capabilities should provide the ability to do Master Project Scheduling		
64	Functional	Project Mgt	End-to-end capabilities should provide the following general functionality: [1] Project Requirements (preferably through a traceability matrix or similar functionality; [2] Upfront planning documents such as communications plans, risk management plans, configuration plan, etc.		
65	Functional	Project Mgt	Ability to produce billing data for customers based on activity including shared projects.		
66	Functional	Project Mgt	Project close out capabilities including final comparison of actual value/cost/effort vs. expected value/cost/effort, document lessons learned, etc. Describe.		
67	Functional	Project Mgt	Multiple users (names) can be assigned to any one stakeholder field for a project. For example, the single stakeholder field "Executive Sponsor" can have more than one person tied to it. Describe.		
68	Functional	Project Mgt	Assign resources at the project level on some projects and assign resources at the task level on others (strict adherence to one method or the other not required across projects/portfolios/enterprise). Describe.		
69	Functional	Project Mgt	Engagement with the customer is run as a formal project using vendor's internal methodology and/or generally accepted project management principles. Describe.		

*Std Feature; Configurable; Extension; Mod Required; Not Available; Not Applicable
If "Extension" or "Mod Required", describe in Vendor Notes including duration and cost

Addendum B
University of North Texas System - IT Shared Services
IT Governance and Project Management System Requirements

#	Category	Sub-Category	Functionality	Vendor Response*	Vendor Notes
70	Functional	Reporting	Robust visual executive level reporting/dashboards as well as detailed reporting for teams, including user defined fields, automatic project reporting capabilities triggered by alerts, and integration with other tools such as Excel and SharePoint		
71	Functional	Reporting	The ability to produce activity reports across projects: [1] Time dimensions (fiscal years, calendar years, months, etc.); [2] Service provider unit hierarchy (team, unit, organization hierarchy); [3] Individual resource; [4] Customer hierarchy - unit to institution; [5] Activity type (Projects, User Support, System Maintenance, Administrative, Absence); [6] Project type (new development, enhancements, etc.); [7] Custom reporting capabilities (user defined fields, etc.)		
72	Functional	Resource Mgt	Access to internal resource calendars in addition to standard calendar to account for vacation in addition to standard holidays.		
73	Functional	Resource Mgt	"Spreadsheet-like" multiple row view for adding/editing multiple resources (vs. one resource at a time). Describe.		
74	Functional	Resource Mgt	Global search-and-replace of resource information. Describe, including scope (by resource, across the enterprise resource pool, etc.).		
75	Functional	Resource Mgt	Batch delete of resources. Describe, including scope and deletion authority.		
76	Functional	Resource Mgt	"What-if" scenarios available for resource managers to optimize team productivity. Describe.		
77	Functional	Resource Mgt	Allows load balancing within or across projects to insure that resources are not overbooked. Describe.		
78	Functional	Resource Mgt	Provides the ability to view available resources across the enterprise (by skill if desired) as they are assigned to projects.		

*Std Feature; Configurable; Extension; Mod Required; Not Available; Not Applicable
If "Extension" or "Mod Required", describe in Vendor Notes including duration and cost

Addendum C

University of North Texas System - IT Shared Services
IT Governance System Estimated Users and Functions

Dept Position	ITSS	Business Units	Project Initiation & Approval	Portfolio Investment Analysis	Program & Project Mgt	Time Reporting	Content Viewing	Executive Dashboard	System Admin
VP/Director	14	0	x	x	x			x	
Project Management Office	3	0	x	x	x	x		x	x
Product Manager	3	0	x	x	x	x		x	
Project Manager/Team Lead	46	0	x		x	x			
Administrative ITSS Staff	3	0	x	x					
Team Member	139	0				x		x	
<i>Shared Services Council</i>	0	4		x				x	
<i>IT Governance Council</i>	0	9	x	x				x	
<i>IT Program Management Committees</i>	0	37	x	x				x	
<i>IT Service Committees</i>	0	40	x	x				x	
<i>Requestors</i>	0	45	x				x		
Total	208	135							
Grand Total		343							