<div style="border:1px solid black; text-align:center">

REQUEST FOR PROPOSAL
RFP Number: CIO-20-070
Academic Management Software

</div>

PROPOSAL MUST BE RECEIVED PRIOR TO:
2:00 P.M. Central time (CDT) on March 17, 2020

EMAIL RFP RESPONSES TO:
soprocurement@tamus.edu
SUBJECT LINE: RFP01 CIO-20-070 – Academic Management Software
Attn: Jeff Zimmermann

Show RFP Number, Opening Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at **The Texas A&M University System** Office of Procurement and HUB Programs before the hour and date specified for receipt of Proposal.

Sealed proposals will be received until the date and time established for receipt as stated in Section 2.3. After the due date and time, only the names of respondents will be made public.

REFER INQUIRIES TO:
Jeff Zimmermann, Director
The Texas A&M University System
Office of HUB & Procurement Programs
Email: soprocurement@tamus.edu

All proposals shall become the property of the State of Texas upon receipt. Proposals may be subject to public review after contracts have been executed. Refer to Section 2.7 for more information regarding confidential and proprietary information.

TABLE OF CONTENTS

SECTION 1 - INTRODUCTION

1.1 Scope

The Texas A&M University System ("A&M System") has a need to implement an academic management software system ("Solution") for its eleven member universities and is seeking proposals to select a RESPONDENT to provide the Solution as described in Section 3. The Solution must meet the recruitment, hiring, tenure tracking, career and compensation business needs for faculty employment and academic organizations. The eleven member universities will have the flexibility to opt-in or not opt-in with the awarded Solution.

A&M System will continue using Workday as the record of source for HR and payroll processes and to process payroll for all employees.

By submitting responses, each RESPONDENT (also referred to herein as "Vendor") certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each RESPONDENT also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the RESPONDENT.

1.2 Background

The A&M System is one of the largest systems of higher education in the nation, with a budget of $6.3 billion. Through a statewide network of 11 universities, a comprehensive health science center, eight state agencies, and the RELLIS Campus ("Members"), the A&M System educates more than 153,000 students and makes more than 22 million additional educational contacts through service and outreach programs each year. System-wide, research and development expenditures exceeded $996 million in FY 2017 and helped drive the state's economy. More information about the A&M System and all of its members can be found at http://www.tamus.edu/about/.

1.3 Priorities/Expectations

RESPONDENTS should note the following priorities/expectations with regard to the possibility of A&M System establishing a contractual relationship with any RESPONDENT:

(a) *Ensuring a Quality Level of Service*. This priority encompasses the quality of the level of service that can be provided to all A&M System customers in a timely, cost effective manner. A&M System is seeking a RESPONDENT that will ensure the provision of such quality in its delivery of service through proven training techniques and established metrics.

(b) *Level of Experience and Expertise*. RESPONDENT must demonstrate its capabilities in providing the utmost level of experience and expertise to ensure a successful solution as determined by A&M System. RESPONDENT shall provide information describing the RESPONDENT'S managed services and project execution experience, including the experience of the resources, account managers, and other key personnel on similar engagements, including past experience within The Texas A&M University System.

(c) *Delivery Efficiency as it Relates to Total Costs*. RESPONDENT must demonstrate its ability to deliver the required solution in a cost-effective and timely manner while not sacrificing the quality required by a Tier I research System.

1.4 Calendar of Events *

Activity	Date
Release of Request for Proposal	February 17, 2020
Deadline to Submit Questions	February 26, 2020

Release of Addendum (if applicable)	March 4, 2020
Responses Due	**March 17, 2020 by 2:00 p.m. CDT**
Evaluation of Proposals	March – April 2020
Selection of Respondent	TBD

*   A&M System will make every effort to adhere to the above schedule. The schedule, however, is subject to change. This may be in the event that further clarification of responses or terms of contract are in the best interest of A&M System and/or in the event A&M System requires more time to assure that the selection of the RESPONDENT is in accordance with its policies, rules and regulations, as well as actual timing needs.

1.5   **Performance Period**

Should A&M System, in its sole discretion, enter into an agreement with the successful RESPONDENT as a result of this RFP, the agreement shall be effective upon execution for a period of five (5) years. The agreement may be extended for one additional five (5) year term, providing all parties mutually agree in writing on the extension. Any renewals shall be at the same terms and conditions plus any approved changes to be determined by the A&M System and negotiated in writing with the successful RESPONDENT. The A&M System reserves the right to amend the terms of the Agreement as necessary to meet state or federal requirements.

SECTION 2 – INSTRUCTIONS FOR RESPONDENTS

2.1   General Information

The A&M System is seeking proposals from qualified firms, hereafter referred to as RESPONDENT(s) and/or VENDOR(s), who can provide the Solution as specified and listed in Section 3 of this RFP. While it is the intent of the A&M System to effectively establish an Agreement with a qualified provider for the Solution, there is no guarantee that an award will be made or a contract executed.

Submittals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 120 days from the date of submission, and may be subject to further extensions as negotiated. A statement to this effect should be contained in the RESPONDENT's cover letter.

This RFP contains specific requests for information. RESPONDENTS are encouraged to examine all sections of this RFP carefully, in that the degree of interrelationship between sections is critical. In responding to this RFP, RESPONDENTS are encouraged to provide any additional information they believe relevant.

Clause headings appearing in this RFP have been inserted for convenience and ready reference. They do not purport to define, limit or extend the scope of intent of the respective clauses. Whenever the terms "must" "shall" "will" "is required" or "are required" are used in the RFP, the subject being referred to is to be a required feature of this RFP and critical to the resulting submittal.

In those cases where mandatory requirements are stated, material failure to meet those requirements could result in disqualification of the RESPONDENT's response. Any deviation or exception from RFP specifications must be clearly identified by the RESPONDENT in its submittal.

Expenses for developing and presenting proposals shall be the entire responsibility of the RESPONDENT and shall not be chargeable to the A&M System. All supporting documentation and manuals submitted with this submittal will become the property of the A&M System unless otherwise requested by the RESPONDENT, in writing, at the time of submission, and agreed to, in writing, by the A&M System.

All technical questions concerning this RFP are to be directed, in writing, to Jeff Zimmermann, Director, Procurement and Business Services to soprocurement@tamus.edu. RESPONDENT may not contact other individuals at A&M System to discuss any aspect of this RFP, unless expressly authorized by the Procurement Office to do so. Questions regarding the RFP, including questions for more data or information beyond that included in this RFP and any attachment, should be presented in writing. **Deadline for submission of questions is by 5:00 p.m. CST, February 26, 2020**. A&M System will publish all questions with responses according to the schedule in Section 1.4.

2.2   Examination of the Request for Proposal

Before submitting, each RESPONDENT will be held to have examined A&M System requirements outlined in Section 3 and satisfied itself as to the existing conditions under which it will be obligated to perform in accordance with specifications of this RFP.

No claim for additional compensation will be allowed due to unfamiliarity with the specifications and/or existing conditions. It shall be understood that the RESPONDENT has full knowledge of all of the existing and/or revised conditions and accepts them "as is."

2.3   Submittal Instructions

All proposals must be received by the A&M System, no later than **2:00 p.m. CDT, March 17, 2020** electronically via email to soprocurement@tamus.edu with the subject line of "**RFP01 CIO-20-070 – Academic Management Software**. The sent time indicated within the A&M System email server shall be used for the receipt and acceptance of the response. Late proposals will not be considered under any circumstances.

Submittal File Format: Submission shall be saved as two (2) separate files in Adobe Portable Document Format (PDF) according to the items listed below and named as such; **I) "*company name* – Proposal"** and **II) "*company name* – Forms"**.

2.4 Proposal Components

The following documents and all requirements from noted sections are to be returned as part of your proposal submittal. Failure to include these documents will be basis for response disqualification.

I. Proposal

- ✓ Cover Letter to include a brief introduction with interest and capability of the Respondent.
- ✓ Table of Contents
- ✓ Technical Proposal, to include the Company Profile, Technical Proposal, References, Pricing and Accessibility (Sections 4.1 – 4.5).

II. Forms

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B) – signed and notarized
- ✓ HUB Subcontracting Plan (Section 4.6)

Proposal format: The proposal response shall be presented in the order listed above with sections noted accordingly for easy reference. The Table of Contents shall provide page numbers for each section of the proposal.

NOTE: The signature in the Execution of Offer within the electronic copy shall serve as the official signature of record.

2.5 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum/amendment and posted to the Electronic State Business Daily (ESBD).

http://www.txsmartbuy.com/sp (Input Agency Number "710" and select "Posted" for the Status)

All such addenda/amendments issued by the A&M System prior to the time that proposals are received shall be considered part of the RFP, and the RESPONDENT shall consider and acknowledge receipt of such in their proposal. Only those A&M System replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

2.6 Selection Process

A&M System will base its choice on criteria to include but not limited to the following: demonstrated competence, knowledge, and qualifications of the Respondent in respect to the solution offered; as well as the capability of the solution offered to include but not limited to factors such as functionality and ease of use of the solution; and on the reasonableness of the proposed fee for the solution and related services.

The RESPONDENT selected will be the one who's experience and qualifications, as presented in response to this RFP, establish them, in the opinion of A&M System, as well qualified and offering the greatest benefits, experience and value to A&M System. A&M System may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should A&M System determine in its sole discretion that only one RESPONDENT is fully qualified, or that one RESPONDENT is clearly more highly qualified than the others under consideration, a contract

may be negotiated and executed with that RESPONDENT. The contract will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the RESPONDENT's proposal as negotiated.

The most qualified RESPONDENTS as determined by A&M System MAY BE REQUIRED to present the solution proposed to the evaluation committee before the final selection(s). Presentations/demonstrations may be presented on-site at A&M System or as a Webinar. A&M System will not provide compensation to RESPONDENTS for any expenses incurred by the RESPONDENT(S) for proposal preparation, evaluations or demonstrations that may be made.

Submission of proposals indicates RESPONDENT's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by A&M System during the evaluation process.

The selection of the successful proposal may be made by A&M System on the basis of the proposals initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful proposal may be made by A&M System on the basis of negotiation with any of the RESPONDENTS. A&M System shall not disclose any information derived from the proposals submitted by competing RESPONDENTS in conducting such discussions.

All proposals must be complete and convey all of the information requested to be considered responsive. If a proposal fails to conform to the essential requirements of the RFP, A&M System alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable, and therefore a candidate for further consideration, or not susceptible and therefore not considered for award.

A&M System may perform reference checks and seek further information, as needed from all RESPONDENTs whose proposals A&M System, at its discretion, considers viable, based on the initial evaluation and scoring. The RESPONDENT's response to this requirement officially authorizes A&M System to contact these organizations to discuss the services and other considerations which the RESPONDENT has provided to such organizations and authorizes the organizations to provide such information to A&M System and RESPONDENT shall and hereby does release and hold harmless A&M System, the state of Texas, and the organization of any and all liability whatsoever, in connection with providing and receiving all such information. Any negative responses received from reference checks may be grounds for disqualification of the proposal.

A&M System reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous, and/or to make the award to the most responsive RESPONDENT.

SECTION 3 – SCOPE OF WORK

3.1   General

The academic management software system (Solution) offered **must** meet the requirements stated in each section below (3.2 – 3.11). Each section contains Required Deliverables of the Solution as well as items and questions that each RESPONDENT shall address for the Proposal Response.

Respondent must indicate if the software solution can fulfill the requirement with standard functionality, and if not standard functionality, whether the software requires minor or major modification, custom development, report or query tools, or if vendor's software does not meet the requirement with current functionality or if vendor software is scheduled for future development that may meet the requirement.

3.2   Technology and Architecture

Required Deliverables:
   o   Vendor/cloud hosted and maintained
   o   Timely and seamless software updates
   o   Robust cybersecurity
   o   Robust data integrity and disaster recovery
   o   Works with a wide variety of computer system software, devices, and browsers.
   o   Integration with A&M System federated identity Single Sign On (SSO)
   o   Role based assignment of access for uses
   o   Hierarchical assignment of access control
   o   Ability to integrate with 3rd party systems (e.g., Workday, Banner, TrainTraq etc.)
   o   Ability of administrators to customize appearance

Proposal Response:
a.   Please describe where and how the Solution will be hosted and maintained. Did your system have any unplanned outages in the last three years that lasted longer than 10 minutes? If so, please describe including any impact to your customers.
b.   Please provide the number of minor and major software updates provided during calendar year 2019. When was your software updated to fully address the revised common rule? Describe how updates are accomplished to minimize impact to users.
c.   Please describe how data and information on the hosted site is protected and how you prevent, detect, and respond to cyberattacks. Have you had any successful cyberattacks in the last five years? If so please describe the events, how you responded and what impact there was on your customers.
d.   Please describe how data is protected and how data may be recovered in the event of a failure of the hosting site and/or internet connection.
e.   Please describe the ability to integrate with the A&M System SSO. Please describe your ability to support the preferred technology:
   i.   Shibboleth:
         http://it.tamu.edu/Accounts_and_ID_Management/Authentication_Authorization/Shibboleth/index.php
   ii.   Ability to either enroll for access to the system, or be able to connect to the system with prior provisioned accounts based on Shibboleth credential attributes.
   iii. Ability to simultaneously support local as well as Shibboleth accounts where local accounts may be used for testing purposes only, not in production.
   iv.   Ability to provision admin ability to accounts provisioned from Shibboleth.
   v.   Appropriate role based authorization which is restrictive to both visibility and functionality.
   vi.   Ability to create custom authorization/role base groups without relying on identity attributes that are

        delivered from Shibboleth or any other directory service attribute such as Active Directory/LDAP groups, meaning group or role assignments are made strictly within the system.

f. If you cannot support Shibboleth, describe your ability to support older technology that is available for A&M System, but not preferred:
   i. CAS:http://it.tamu.edu/Accounts_and_ID_Management/Authentication_Authorization/Central_Authentication_Service/Service_Details.php
   ii. If supporting CAS, provide same details of your ability from above item e, iii. – vii.

g. Please describe pre-defined role-based user categories such as faculty, department heads, managers, administrators, and committee members as well as what rights can be automatically controlled based on role. Can rights be modified on a cases-by-case bases by the appropriate authority?

h. Describe how access is granted and controlled starting with the highest level – the A&M System Workday Services (WDS) to individual universities to their staff and faculty. Can user access rights be set by default to ensure no user at one university can access or view any data at another university without high level (WDS) approval? If not, describe what cannot be restricted from being accessed or viewed by someone outside the university (other than WDS).

i. Please describe how you integrate with the following standards, protocols, and providers.
   i. Workday (HR / Payroll / Organizational system)
   ii. TrainTraq (internal training management system)
   iii. Single sign-on for users and passwords
   iv. Dual Factor authentication for mobile devices
   v. Ellucian, Banner/Colleague (student systems)
   vi. Assessment, Evaluation, Feedback & Intervention System (course evaluation system)
   vii. Maestro (proprietary system for grants submitted and awarded)
   viii. Pubmed or Web of Knowledge (faculty publications)

j. Please describe additional costs associated with request to integrate with other systems.

k. Please describe the level of customization that can be done by the administrators and how it is accomplished?
   i. This might include colors, logos, fonts, CSS, lists of available tools, names of tools, placement of tools, and messaging from tools.
   ii. Can university, college, department or faculty member set a color scheme or font size for themselves?
   iii. Can university, college, department or faculty member change the wording of push notifications and SMS messages?
   iv. Is there a "preferred name" option for users if they prefer not to go by their legal name?

3.3 Process for Change Management and Implementation

Proposal Response:

a. Describe the experiences you have had importing materials and activities into your system. Please include the following items in your answer:
   i. Problems you have encountered with current tenure status, publications and awards
   ii. Problems you encountered with importing the organizational structure (Example: relating faculty to department)
   iii. Problems encountered with importing faculty CV information

b. What level of technical support do you provide for implementation?

c. What type of documentation do you have to support implementation?

d. How long does an implementation typically take from the time the client delivers design documents to having an environment available for user testing?

e. How long does an implementation typically take from user testing to a go-live date?

f. Go-live user training
   i. Do you provide on-site user training prior to go-live? If yes, is there an additional cost associates with the training? Is the scope a train-the-trainer or is this training open to all users in the community?

    ii. Do you provide online user training prior to go-live? If yes, is there an additional cost associates with the training? Is the scope a train-the-trainer or is this training open to all users in the community?

    iii. Do you provide ready-made user training manuals? If yes, is there an additional cost to the development of a training manual?

    iv. Describe the post-live training and costs associated with post-live training options?

g. Do you provide a second testing/training environment? Are there additional costs for the additional test or training instance of the database?

3.4   General Support and Costs

Proposal Response:

a. Discuss the general support, including technical and customer service support, you provide to users.

    i. Is your support 24/7 or extended weekdays?

        a. Do you offer support to all faculty or only administrators? What level(s) of support?

        b. Is there a limit to the number of people that can open tickets? What opportunities for training are provided?

    ii. What type of online communities and forums are available for institutions?

    iii. Do you offer self-help materials in the form of text, images, and captioned videos? Are these connected to each tool in the system from within the system? If roles and permissions have been tweaked by clients then are the help materials aware of this and adjust accordingly?

    iv. Are your support technicians domestic or outside of the United States?

b. If the support has been outsourced to a 3rd party, please specify.

c. If there is an additional cost for your system to provide different levels of support, then please specify in the cost criteria for:

    i. Technical support

    ii. Customer service support

    iii. Upgrades

d. Please describe the help desk response time or provide a copy of your service level agreement for:

    iv. Urgent tickets (Normal business operations cannot be completed or issues that result in multiple errors or inability to use or access the system). Examples include: service down, network down, database down, application down, unable to complete or submit or reviewers/staff members unable to access or process submissions.

    v. High tickets. Examples include a form that does not move to the next section or save or is no able to be submitted or a widely used page taking exceeding excessive amount to load (> 10 seconds).

    vi. Medium tickets. Examples include one user cannot submit a form, error when running reports, certain property not functioning as documented or expected.

    vii. Low tickets (issues where single users can operate the system normally, but a definite problem is identified although with minimum impact to normal operations).

e. Describe the pricing structure for additional out-of-scope services for:

    i. Developer

    ii. Data Conversion

    iii. IT Technical Support

    iv. Project Management

f. Are maintenance fees and system updates/bug fixes included in the monthly recurring costs? If no, please provide maintenance fee rates.

g. Describe how your system meets the requirements for 21 CFR 11 compliance. Or if you are not 21 CFR 11 compliant, how do you deliver elements that allows for the institution to comply with regulations?

h. Describe your process for disaster recovery. How often is the system backed up? Is there additional costs for disaster recovery requests?

i. Billing

a. How are costs determined, i.e. by number of users, by number of active faculty employees, etc.?
b. Is invoicing done on a quarterly or annual basis?
c. In a multi-tenant environment describe how invoicing will be managed among clients using the same environment?

3.5   Updates, Data Retention, Bug Fixes

Proposal Response:
a. Provide information about your system in response to each of the following:
  i.   What is your data retention process?
      a. For how long are faculty information made available?
      b. For how long is user account information and user centric activity made available? (Examples include first name, last name, log in history, and email inbox.)
  ii.   How long do page loads work with tools when there are 25, 100, or 1,000 users logged in?
  iii.   Describe your process for applying updates and the frequency of updates being applied.
  iv.   What is your process for classification of changes?
  v.   What is the threshold for a change to be considered large?
  vi.   Do you have a separate workflow for large changes vs small?
  vii.   What is the price structure for large versus small change requests?
  viii. Describe the process you leverage for how to research the best way to layout your screens and design the human computer interaction.
  ix.   Discuss how A&M System will play a part in deciding your roadmap.
      a. What is the process for how A&M System will participate in this process and impact design decisions?
      b. Is there a public, or quasi-public way, for end-users to register requests and vote requests up or down?
      c. Please highlight the last 2-3 large changes you made and provide 2-3 references from universities that participated in the design requirements process for these large changes.
  x.   Describe your approach to addressing bugs reported by clients and other vendors. What is your process for bug reporting (who can report it, how must they report it, to whom do they report it)? How do you prioritize bug fixes? How do you communicate to clients and end users about bugs and bug fixes?
  xi.   Describe workflow when issues are communicated to client LMS administrators but not for public knowledge.
b. Please describe your "user group" made from your organization clients, how many members does it have, how often does it meet, who do they interface with in your company, and how is this forum integrated into your change request, product development, and release management cycle?

3.6   Workflow

Required Deliverables:
  o Ability to customize workflow to current practices at the university, college or department level.
  o Ability to easily visualize where an action is in the workflow and determine who is required to perform the next action to move the process along.
  o Ability to track the number of actions assigned to members/staff to quickly assess workload distribution.
  o Ability to have flexibility in the staff/member assignments for actions within the set workflow.
  o Ability to override the set workflow to accommodate minor variation in the process. For example, an action was assigned to staff A. Staff A is on unexpected leave. How can all or only specific actions assigned to Staff A be reassigned to Staff B?

Proposal Response:
a. Please describe how workflow is initially setup. Describe how the workflow can be customizable with

emphasis on what must be done by you versus what can be done by our staff. Describe how we would do this. Can each institution have different workflow processes? Describe any cost involved to alter the workflow.

b. Please describe the different workflow steps that are available, the roles and security associated with each step type and any limitations of the different step types, e.g., will an approval step allow edits to the transaction?

3.7   Document Versioning

Required Deliverables:
- o   Allow for automatic numbering of unique transactions and faculty documentation.
- o   Allow for version control of documents that is easy to follow document history
- o   Ability to upload documents to support a particular transaction during workflow or standalone as needed.

Proposal Response:
Please describe the process to manage and track transactions and document versions. Include a review of the following items:

a. Describe the numbering system.
b. Describe the ability to create PDF packet for downloading approved transactions and documents.

3.8   Notifications

Required Deliverables:
- o   Allows for automatic notifications

Proposal Response:
Please describe the process to manage transaction notifications and workflow. Include a review of the following items:

a. Notifications
   i. Can automatic notifications be sent based on the workflow? Example, a notification is sent when a task is submitted.
   ii. Can automatic notifications be sent based on set time frames? Example, 60-days prior to expiration; 30 days past due on a task)
   iii. Can the text of notifications be customized? Is customized text tenant-wide or can text be customized by university, college or department?
   iv. Will sent notifications from within the system be sent to the recipient's Outlook email, within the system itself, or both?
   v. Is there the ability for users to set the level of notifications they would like to receive?
   vi. How does the system store all notifications sent to be available for audit?
b. How does your system facilitate communication, review and approval between each of the following roles?
   i. Staff/Assistants
   ii. Faculty
   iii. Department Head
   iv. Committee members
   v. College/University administrators
c. Data access.
   i. Describe how role and access are set, i.e what level of access does each role have (e.g., read only, edit, delete).

  ii. Does the system restrict data due to a person's role automatically? For example, if a committee member is also a Department Head, will the system restrict that person's role to only what a committee member should see?

3.9 Audit

Required Deliverables:
- Ability to display key performance and regulatory metrics and enable real-world compliance monitoring
- Ability to track and perform internal audit activities
- Ability to allow external auditors read-only access for remote auditing

Proposal Response:
Please describe the process to auditing activities. Include a review of the following items:

a. Ability to easily track transactions and documentation
b. Ability to add an outside person (auditor) and assign access to allow for remote auditing with read-only access.

3.10 Reporting

Required Deliverables:
- Ability to have standard, delivered reports available
- Ability to create custom, on the fly reporting
- Ability to easily export reports and data into multiple format types
- Ability to easily show graphical depictions of standard reports

Proposal Response:
Please describe the reporting ability of the system. Include a review of the following items:

a. Describe the types of reports and analytics your system provides including:
 i. Reporting on faculty tenure status and requirements towards tenure
 ii. Reporting on faculty review activity and status
 iii. Ability to easily export data into a graph form
 iv. System log in history of a user
b. Describe what standard reports for commonly required data needs are available, i.e. Ability to report on initial review times.
c. Can standard reports be sent to administrative contacts at set time intervals?
d. Describe the process to create custom reports. Is there a report designer that is able to be managed at a staff level or does this require administrative access?
e. Provide list of file formats that data can be exported as (i.e. SPSS, .csv, .xls, .pdf, etc.).

3.11 Business Requirements Deliverables

Required Deliverables:
The academic management software Solution must meet the recruitment, hiring, tenure tracking, career and compensation business needs for faculty employment and academic organizations.

Proposal Response:
Please describe your system features and functionality for each of the below itemized categories and statements.

#	Category	Business Requirement Statement
1	Awards and Honors	The system will track faculty publication awards

2	Awards and Honors	The system must track internal faculty awards (such as teaching awards).
3	Awards and Honors	The system must track external faculty awards (such as National Academy of Science).
4	Awards and Honors	The system must support the following faculty honorifics, such as Distinguished Professor, Regents Professor, other
5	Committees	The system will track faculty membership on committees including: Committee Name, committee type, internal or external, university scope level, committee role, start date, end date
6	Endowments	The system needs to track endowed professorships and endowed chairs and track names, start and termination dates and reappointment dates
7	General	The user must be able to track faculty by job group for purposes of affirmative action.
8	General	The system is able to store academic appointments by user-defined faculty types.
9	General	The system is able to map multiple academic unit organizations to a faculty member.
10	General	The system must be able to track faculty by department and / or by discipline based on user defined rules.
11	General	The system is able to track faculty affiliates / adjuncts (non-tenure or non-tenure track)
12	General	The system is able to track affiliation information of faculty across multiple System Members.
13	General	The system support multiple job titles / academic / agency appointments.
14	General	The system support multiple positions / appointments across members.
15	General	The user must be able to track faculty not only by payroll / funding but also by academic appointment.
16	General	They system will track work history of faculty both in and outside of the University (both academic appointments and private sector appointments).
17	General	The system must be able to track the faculty members' alternate ID numbers such as Open Research and Contributor ID (ORCID)
18	General	The system will track degrees earned with associated dates and institution that awarded each degree including disciplines and CIP codes.
19	General	The system will support different term appointment definitions used by System members.
20	General	The system needs to track graduate faculty appointments and term dates.
21	General	The system needs to track graduate faculty status (full member versus associate).
22	General	The user can track faculty by various categories, including department affiliation, permanent versus temporary status, biographical, etc.
23	General	The system will be able to track previous, current, and pending Faculty Development Leave

24	General	A user can attach supporting files to faculty records, e.g., grant funding award letters.
25	General	The system must maintain comprehensive faculty workload details for each term.
26	General	The system is able to record six digit CIP codes for faculty, including code for the highest degree earned, and CIP sub-codes for an unlimited number of CIP codes per faculty.
27	General	The system is able to designate faculty job or employment status, e.g., Teaching, Research Leave, Developmental Leave, Alternative Work location, Leave without pay, Medical leave, Reduced appointment; and multiple statuses at a given time
28	General	The system should allow for a Primary Activity code to be set for each faculty, i.e., Instruction for Credit, Instruction for Non-credit, Instruction - both credit and Non-credit, Public Service, Research, or All Activities.
29	General	The system is able to track that TAMUS mandatory training has been completed or allow the user to certify that training has been completed to support review process
30	General	The system will allow customization of faculty activity types
31	General	System is able to produce customizable vitas (e.g. NIH Biosketch, tenure dossier) from stored data
32	General	System will store a faculty biography
33	General	System will store professional licensures and certifications
34	General	System will store professional memberships to societies, associations and inclusive years
35	Integrations	The system must integrate with the student system to feed faculty hiring information such as faculty credentials.
36	Integrations	The system will integrate / interface with the student system (Ellucian, Banner/Colleague)
37	Integrations	The system will integrate / interface with the A&M HR/Payroll system (Workday)
38	Integrations	The system will integrate / interface with the A&M Single Sign-On authentication
39	Integrations	The system will integrate / interface with AEFIS, IOTA or other course evaluation system
40	Integrations	The system will integrate with Maestro for grants submitted and awarded
41	Integrations	The system will integrate with Pubmed, Web of Knowledge or allow bibtex imports of faculty publications
42	Integrations	The system will support custom APIs to automatically update e.g. faculty biographies on websites from submitted data
43	Integrations	The system can import data from existing applications
44	Integrations	The system will integrate with student system to record or allow manual recording of courses taught, levels, etc., to support review, promotion, tenure

45	Intellectual Property	The system is able to record invention disclosures, copyrights, patents, plant variety/germplasm disclosure, and licenses
46	Intellectual Property	The system is able to record development of software or hardware as a scholarly product
47	Publications	The system will have functionality to download lists from academic databases for capturing publication information.
48	Publications	The system will track faculty publications (Journal articles, books, etc.) including: Type, name, co-authors, dates, link to publication.
49	Publications	System must be able to track the quality or impact of publications as defined by the department, college, or university (e.g., journal rankings, or whether the publication is on an approved list)
50	Recruiting	The user will be able to waive the search process when recruiting new faculty.
51	Recruiting	The system allows for the collection of additional information from applicants or job finalists including: Education credentials, areas of concentration, previous university affiliation, etc.
52	Recruiting	The system allows for the collection of additional information from applicants or job finalists including biographic information, such a Race and Ethnicity, Gender, Veteran Status, Disability Status, other status protected by State of Texas law
53	Recruiting	The system allows for the collection of additional information from applicants or job finalists including: Languages spoken, knowledge, skills, and abilities.
54	Recruiting	The system must interface with the System member's background check third party vendor.
55	Recruiting	The system will be able to restrict viewing of applicant data to certain roles within the hiring process.
56	Recruiting	The system is able to maintain prior employment background including: Name of employer, dates, position(s), duties, current salary, and reason for leaving.
57	Recruiting	The system must track whether an applicant requires sponsorship to work in the US.
58	Recruiting	The system must track whether an applicant is eligible to work in the US.
59	Recruiting	The user is able to maintain applicant certifications and licenses including name, licensing or certification agency, issue and expiration dates
60	Recruiting	The user is able to maintain applicant publications
61	Recruiting	The applicant must be able to attach multiple electronic documents including resumes, cover letter, CV, transcript, generic to an application.
62	Recruiting	The system should track all time it takes (in days) to fill a position and time in each stage of the process
63	Recruiting	The system must be able to capture the applicant's desired salary.
64	Recruiting	The system supports the ability for the applicant to create a password/ID when applying for a position and provide self-service to retrieve or reset the password.
65	Recruiting	The system must automatically expire an applicant ID and password after a user specified time.

66	Recruiting	The system provides the ability for the applicant to identify nepotism and/or conflict of interest based on user defined criteria.
67	Recruiting	The system must support the ability to ask questions for applicants to answer on the applicant screen.
68	Recruiting	The system will send rejection letters to rejected candidates via letter /email.
69	Recruiting	The system must allow for multiple rejection letter templates based on point of rejection (i.e. phone screen, on-site interview, etc.).
70	Recruiting	The system must be able to exclude particular candidates from receiving automated rejection letters: Automatically based on the applicant status history
71	Recruiting	The system must be able to exclude particular candidates from receiving automated rejection letters: Manually per user preference
72	Recruiting	Prior to making a verbal offer to a candidate, the system must allow for routing of the offer to the appropriate levels of management
73	Recruiting	Upon verbal acceptance, the system should be able to generate the formal offer letter based on workflow and approval routing.
74	Recruiting	The user must be able to track the status of each applicant through the recruitment process.
75	Recruiting	The system must be able to track applicant references.
76	Recruiting	The system must be able to maintain applicant non-disclosure or confidentiality agreement information.
77	Recruiting	The system must be able to accommodate the Federal required format for capturing demographics related to Section 503 and VEVRRA.
78	Recruiting	The system must be able to identify special status to applicants (e.g. special consideration, veterans' preference, employer referral, etc.).
79	Recruiting	The user needs to view the pool of applicants and the ethnicity and gender breakdown for those applicants as well as demographics and recruiting sources
80	Recruiting	The system will pre-populate an offer letter based on characteristics of the position, agreed pay, department, manager, and other user specified parameters.
81	Recruiting	The system supports customizable offer letters.
82	Recruiting	The system support online reference checks.
83	Recruiting	The system is capable of flagging ineligible applicants based on previous status of 'Ineligible for Rehire', by System Member.
84	Recruiting	The system must track the 'Date Available' for the applicant.
85	Recruiting	When a position requires a mandatory length of posting, the system will automatically notify the user of the expiration.
86	Recruiting	The system must maintain a history of any correspondence sent to an applicant.
87	Recruiting	The system can maintain applicant full name, e.g., first, last, middle name and suffix.

88	Recruiting	Once an applicant is approved for hire, the system automatically carries all employee related data in the Applicant Tracking system to the HR system to create the employee record.
89	Recruiting	The user must be able to screen applications for job qualifications and job functions.
90	Recruiting	The user must be able to reactivate a closed application based on user defined rules.
91	Recruiting	The system must be able to track Internal versus External applicants to requisitions
92	Recruiting	The system supports a hiring / selection matrix that weights and populates applicants for a position.
93	Recruiting	The user must be able to designate the status of an approved offer (e.g. accepted, declined, canceled, etc.) and store the history associated with the offer.
94	Recruiting	The user must be able to determine the length of time historically required to fill specific types of positions.
95	Recruiting	The system must be able to keep track of progress dates in a hiring process.
96	Recruiting	The user must be able to document commitments made as part of the offer (e.g. start-up, research funds, moving expenses, graduate student support, lab space etc.).
97	Recruiting	The system must support the ability to designate an offer as contingent upon completion of in-progress degree.
98	Recruiting	The system must be able to record that an applicant was offered a job.
99	Recruiting	The system must be able to record that an applicant was hired.
100	Recruiting	The system supports the ability to produce and maintain standard applicant correspondence such as acknowledgment of the application, notifications for interviews, and rejection letters.
101	Recruiting	The system is able to track why an applicant declined a job offer.
102	Recruiting	The system must track reason applicant was not selected.
103	Recruiting	The system supports the ability to establish workflow related to applicant status (e.g. workflow interview request to the next level manager).
104	Recruiting	The system should support Search Committees of both internal and external members with access to applicants, search process and participate in a ratings process
105	Recruiting	Search Committee members must be able to attach electronic notes of interview results.
106	Recruiting	Every time an application status is changed from screening to reviewing, the application is automatically sent to reviewers.
107	Recruiting	The system must be able to change applicant status in bulk (for example, the position is cancelled and all applicants must be notified in one click).
108	Recruiting	The system must be able to secure applicant information including interview notes, scores, etc. based on user role.

109	Recruiting	The system must be able to track the applicant's edits to their profile with dates of changes.
110	Recruiting	The system must support retention schedules for applicant information.
111	Recruiting	The applicant must be able to view status of their application which may differ from the status viewable to the user. For example, applicant still sees 'Under Consideration' and HR sees 'Interviewing'.
112	Recruiting	The system is able to link applicant IDs to an employee's ID.
113	Recruiting	The system supports the ability to create multiple evaluation methods (e.g. Scoring / Pass / Fail).
114	Recruiting	The system supports the ability to record and calculate ratings for experience, education, etc.
115	Recruiting	The system supports automatic recalculation of scores if tests are retaken.
116	Recruiting	The system supports standard interview questions by position.
117	Recruiting	The user must be able to list all applicants for a specific position.
118	Recruiting	The system supports the ability to list applicants whose knowledge, skills and other credentials match the criteria.
119	Recruiting	The system supports the ability to query current and historical applicants' qualifications.
120	Recruiting	Data collected from the Section 503 and VEVRRA are secured and separated stored from the applicant data.
121	Recruiting	The system must capture the metrics for sources where applicants and hires are coming from (how many applicants came from which sources).
122	Recruiting	The system must capture how long it takes to fill a position.
123	Recruiting	The system supports the ability to perform recruitment analysis, including individual demographics and diversity analysis by user-specified criteria.
124	Recruiting	The system supports the ability to conduct applicant pool analysis by job code, EEO codes, and by specific job postings.
125	Recruiting	The system will automatically check an external source to determine if an applicant was a former employee
126	Recruiting	The system should be able to secure certain demographic information on an applicant such that only user-defined roles can view same.
127	Recruiting	The system must support tracking of results of the following methods: Phone screening, Interviews, Offer Acceptance.
128	Recruiting	The system must allow for multiple evaluation templates based on differing questions/criteria per position.
129	Recruiting	The system must support multiple interviewers and accumulation of candidate Evaluations.

130	Recruiting	The system must capture the recommendation for each Interviewer (could be phone and on-site interviewer).
131	Recruiting	The job board should integrate with other public job boards, e.g. LinkedIn, Monster, Career Builder, etc.
132	Recruiting	The system must allow for auto-requesting of assessment that may be required during the candidate evaluation process.
133	Recruiting	The system must support online signatures with appropriate date stamping.
134	Recruiting	The system must allow attachments to a requisition.
135	Recruiting	If a newly created position, the system must support populate the job description and requirements of the job and display on the requisition
136	Recruiting	The system needs to save the approver's name on a requisition even though the approver has left the organization and is no longer in the HR database.
137	Recruiting	Requisitions must be secured by system member.
138	Recruiting	The users must be able to track recruiting sources and events (e.g., job fairs, special events).
139	Recruiting	The system supports the ability to post vacancies on an electronic bulletin board accessible via the internet.
140	Recruiting	The user must be able to generate an offer/contract letter for new and continuing faculty.
141	Recruiting	The users must be able to track the effectiveness of recruiting, including identifying number of recruits, applicants, hires, and retained recruits.
142	Recruiting	The system will be able to automatically remove job postings from the website once the posting date has expired.
143	Recruiting	The system must send an acknowledgement to the applicant that their application has successfully been completed.
144	Recruiting	The system must support creating a requisition with workflows for management approvals as needed by each system member
145	Reporting	Users are able to set up user defined faculty 'groups' for reporting.
146	Reporting	The system will produce faculty workload reports.
147	Reporting	The system must be able to capture EEO information from applicants and provide related aggregate reports to the university which detail the make-up of the applicant pool.
148	Reporting	The system supports the ability to track and report EEO and affirmative action data including Section 503 and VEVRRA.
149	Reporting	The system supports the ability to produce mandatory reports (e.g. EEO/AA etc.).
150	Reporting	The system supports the ability to produce ad hoc reports related to hiring and applicant trends.
151	Reporting	The system is able to create a report listing faculty due for promotion, tenure, review

152	Reporting	System must be able to generate customized reports for accreditation (e.g., AACSB table 15-1, etc)
153	Reporting	Ability to report out salary data for compensation surveys, such as CUPA Salary Survey
154	Scholarly and Creative Products	The system will track a variety of customizable activity types including artistic performances, exhibitions, oral presentations, poster presentations.
155	Service/Activities	The system must track outreach and other professional services conducted by faculty.
156	Service/Activities	The user must be able to track consulting activities and official release time for consulting
157	Service/Activities	The system will track activities supporting diversity and inclusion, international activities, interdisciplinary activities.
158	Teaching and Scholarship	The system must be able to track faculty specialties / disciplines and sub-specialties / disciplines.
159	Teaching and Scholarship	System is able to track and maintain student evaluations by course and term
160	Teaching and Scholarship	The system is able to track curriculum development activities such as development of new courses, online courses.
161	Tenure	The system is able to store all historical faculty personal information, such as when they are promoted or tenured.
162	Tenure	Track permanent / tenured faculty who are not on payroll.
163	Tenure	The system is able to track a faculty member's tenure status, degree program, discipline and rank.
164	Tenure	Tenure status must indicate: tenured, on-tenure-track, or non-tenure-track.
165	Tenure	The system should maintain a history of tenure status with dates.
166	Tenure	The system is able to store and maintain employee years to tenure and date tenure was awarded, and have ability to record tenure on arrival.
167	Tenure	The system is able to track faculty qualifications, tenure and post-tenure review dates.
168	Tenure	The system is able to record tenure track probation start and expiration dates.
169	Tenure	The system will track credit (employment service time) towards tenure from prior employment.
170	Tenure	The system allows for extensions of the tenure clock in one year increments and reasons for the tenure clock extension
171	Tenure	The system is able to record a "home department". This is the department in which they were awarded tenure and may be different than their currently assigned department / role.
172	Tenure	The system supports the ability joint tenure appointments (multiple home departments).

173	Tenure	The system should be able to record a Faculty member contract category for non-tenure-track faculty including: Multi-year contract, Annual Contract, Less-than-annual Contract, Rolling Contract
174	Tenure	The system is able to store date and results of periodic and post-tenure peer review
175	Tenure	The system has capability to handle the process and workflow for faculty promotion and tenure review and approvals

SECTION 4 – PROPOSAL RESPONSE

The RESPONDENT recognizes that in its selection process A&M System will rely, in part, on the answers provided in response to this Section. Accordingly, RESPONDENT warrants to the best of its knowledge that all responses are true, correct and complete.

4.1   Company Profile

4.1.1   Provide a contact name for this RFP response, including title, address, telephone number and email address.

4.1.2   Number of Years in Business

Number of Employees: _____(company wide)
Annual Sales Volume: _____(company wide)

4.1.3   State that you will provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis) which indicates the financial stability of your company, <u>if requested</u> by A&M System.

4.1.4   Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

4.1.5   Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with the Agencies.

4.1.6   Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

4.2   Technical Proposal

RESPONDENT shall provide a response to the following items:

4.2.1   Provide a response to all items under the heading **Proposal Response** within sub-sections 3.2 through 3.11.

4.2.2   To support the Proposal Response for each sub-section, include screenshots, process flows, schedules, lists, or any other documentation that demonstrate the scope and capability of the solution offered.

NOTE: The Technical Proposal response shall demonstrate and provide evidence that the proposed Solution will meet all Required Deliverables stated within sub-sections 3.2 through 3.11 (including all 175 items listed within sub-section 3.11). Failure to provide evidence as such may be grounds for disqualification. The A&M System will determine if the response has met all Required Deliverables and any decision regarding disqualification shall be final.

4.3   References

RESPONDENT must furnish at least three (3) references from university clients that are still clients and three (3) references from former clients with whom you no longer work.

- Company/Agency name & address
- Contact Person Name & Title
- Contact phone number
- Contact email
- Summary of services provided

4.4	**Pricing**

A&M System WDS anticipates the pricing to be structured into the components as listed below:

1. Initial Implementation training or set-up fees including initial license fee
2. Data migration
3. Application hosting fee
4. Maintenance and support fees
5. Annual recurring license or subscription – include all possible options in the pricing of this support and applicable terms
6. Any other annual charges.
7. Any and all other possible ad hoc charges such as for updating e-forms or work flow or adding a third party interface

Please indicate how costs are determined: i.e. number of users, number of transactions, etc. Clearly define how employment and transactions would impact counting for purposes of pricing.

Member Participation: This pricing shall be based with the understanding of a minimum of three (3) and a maximum of eleven (11) A&M System member universities participating. If tiered pricing is offered based on the number of Members and/or employees and/or users participating, please clearly indicate each level of pricing and how this would be determined.

4.5	**Accessibility**

Electronic and Information Resources (EIR) accessibility requirements and technical standards from Texas Administrative Code, Title 1, Chapter 206 and Chapter 213 have been determined to apply to this Request for Proposal. Respondents must describe how the EIR product deliverables included as part of the service requirements meet at least those technical provisions identified as applicable in the attached Voluntary Product/Service Accessibility Templates (VPATs).

For EACH applicable EIR product, Respondents should provide the following accessibility information by way of Voluntary Product Accessibility Templates (VPATs) per the attached template or other equivalent reporting templates. Respondents must describe how the EIR product deliverables included as part of the service requirements meet the following requirements.

1) The appropriate Technical Accessibility Standards based on EIR Category (see table below)
2) Functional Performance Criteria described in 1 TAC §213.35 (i.e., Section 508 equivalent - 36 CFR Part 1194 Subpart C)
3) Information, Documentation, and Support described in 1 TAC §213.36 (i.e., Section 508 equivalent - 36 CFR Part 1194 Subpart D)

EIR Category	Technical Accessibility Standards	Section 508 equivalent
Software Applications and Operating Systems	1 TAC §213.30	36 CFR §1194.21
Websites	1 TAC §206.70 Web Content Accessibility Guidelines (WCAG) 2.0, Level AA	36 CFR §1194.22
Telecommunications Products	1 TAC §213.31	36 CFR §1194.23
Video and Multimedia Products	1 TAC §213.32	36 CFR §1194.24
Self-Contained, Closed Products	1 TAC §213.33	36 CFR §1194.25
Desktop and Portable Computers	1 TAC §213.34	36 CFR §1194.26

Only proposals which contain adequate information to document their responsiveness to the EIR accessibility requirements (VPATs and supporting documentation including test documentation) will be eligible for consideration.

4.6   HUB Subcontracting Plan

It is the policy of the state of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in A&M System contracting and purchasing.

Based on the scope of this RFP, RESPONDENTs must determine if they can perform the entire scope with their own resources or if it will be necessary to subcontract any portion of the scope. Subcontracting opportunities are defined as those opportunities contracted with a vendor to provide services, supply commodities, or contribute toward completing work for a governmental entity.

Subcontracting opportunities are possible for this RFP and therefore a HUB Subcontracting Plan (HSP) is **required**. Failure to submit a comprehensive, acceptable HSP will be considered a material failure to comply with the requirements of the RFP and will result in rejection of the submittal. The HUB Subcontracting Plan shall be submitted **with** the RFP response by the date and time specified.

Complete the HSP as found at https://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/ and submit it with the RFP response. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the RESPONDENT will show those vendors as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the RESPONDENT will be expected to make a good faith effort according to the HSP instructions. Don't forget to include any backup documentation and sign the HSP form.

If the Respondent is completing as **self-performing** a statement which attests that the respondent shall perform the subcontracting opportunities identified by the agency, with its own employees and resources is required. The sections in the HSP form to be completed for self-performing are Section 1, 2a (check No), 3 with your statement included in the open text field, and 4**.**

For information regarding the HUB Subcontracting Plan requirements, please contact Keith Williams from the A&M System's HUB Program at (979) 458-3265 or soprocurement@tamus.edu for assistance in determining available HUB subcontractors and proper completion of the HSP. Respondents have the opportunity to submit a draft of the HSP prior to submittal of their response to the RFP for review by Mr. Williams.

SECTION 5 - GENERAL TERMS AND CONDITIONS

A. <u>TERMS AND CONDITIONS:</u> A&M System reserves the right to accept, reject, modify, and/or negotiate any and all submittals received in conjunction with this RFP. It reserves the right to waive any defect or informality in the submittals on the basis of what it considers to be in its best interests. Any submittal which A&M System determines to be incomplete, conditional, obscure, or which has irregularities of any kind, may be rejected. A&M System reserves the right to award to the firm, or firms, which in our sole judgment, will best serve our long-term interest.

This RFP in no manner obligates A&M System to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by A&M System without penalty or obligation at any time prior to the signing of a contract.

The RESPONDENT must include a formal copy of any RESPONDENT terms and conditions applicable to this transaction. Evaluation and acceptance and/or modification of these terms and conditions by A&M System Office of General Counsel are essential prior to the award of any resultant agreement. In the event the RESPONDENT does not supply terms and conditions with their submittal, A&M System terms and conditions will govern this transaction.

B. <u>GOVERNING LAW:</u> RESPONDENT agrees that, in the event of a dispute, laws of the State of Texas will prevail.

C. <u>NON-DISCRIMINATION:</u> The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, genetic information, veteran status or disability protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a submittal, RESPONDENTs certify that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended.

D. <u>IMMIGRATION REFORM AND CONTROL ACT OF 1986:</u> By submitting a state of qualification, the RESPONDENTs certify that they do not and will not, during the performance of any resultant agreement, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

E. <u>DEBARMENT STATUS:</u> By submitting a proposal, RESPONDENTs certify that they are not currently debarred from submitting submittals on contracts nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts.

F. <u>INDEMNIFICATION AND HOLD HARMLESS:</u> The RESPONDENT shall defend, indemnify and hold harmless A&M System, its officers, employees and agents, against any and all liability of whatever nature which may arise directly or indirectly by reason of the RESPONDENT's performance under any resultant agreement. The RESPONDENT agrees to protect the State from claims involving infringement of patents or copyrights.

G. <u>RESPONDENT LIABILITY:</u> The RESPONDENT will be liable for any associated costs of repairs for damage to buildings or other A&M System property caused by the negligence of the RESPONDENT's employees.

H. <u>EARLY TERMINATION:</u> A&M System shall have the right to terminate any resultant agreement with the RESPONDENT without penalty after a (30) day written notice of termination to the RESPONDENT under the following circumstances:

1. <u>Default of RESPONDENT</u>

It shall be considered a default whenever the RESPONDENT shall:

(a) Disregard or violate material provisions of any resultant agreement documents or A&M System instructions, or fail to execute the work according to the agreed upon schedule of completion and/or time of completion specified, including extensions thereof, or fail to reach agreed upon performance results.

(b) Declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.

2. Convenience of A&M System
Termination of any resultant agreement if construed by A&M System to be in its best interest for serving the community and its students, faculty, and staff.

Note: Any contract cancellation notice shall not relieve the RESPONDENT of the obligation to deliver and/or perform prior to the effective date of cancellation.

I. RESPONDENT PAYMENT/BILLING TERMS: Payment of invoices will be made thirty (30) days after receipt of a correct invoice and approval by the applicable department within A&M System.

J. CIVIL RIGHTS REQUIREMENTS: All RESPONDENTs must comply with applicable civil rights laws.

K. NON-COLLUSION CLAUSE: The Non-Collusion Affidavit found in **APPENDIX B** must be executed as a part of the RESPONDENT's submittal.

L. ENTIRE AGREEMENT: Any resultant agreement, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing, and will contain all the covenants and agreements between the parties with respect to the subject matter of any resultant agreement. Any amendment or modification to any resultant agreement must be in writing and signed by the parties hereto.

M. SEVERABILITY: It is understood and agreed that if any part, term, or provision of any resultant agreement is by the courts held to be illegal or in conflict with any law of the State of Texas, the validity of the remaining portions or provisions shall be construed and enforced as if any resultant agreement did not contain the particular part, term, or provision held to be invalid.

N. MODIFICATION OF SERVICE: A&M System reserves the right to modify the services during the course of any resultant agreement. Any changes in pricing and rates proposed by the RESPONDENT resulting from such changes are subject to acceptance by A&M System.

In the event prices and rates cannot be negotiated to the satisfaction of both parties, resultant agreement may be subject to competitive bidding based upon the new specifications.

O. PUBLICITY: RESPONDENTs must refrain from giving any reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcements, without specific written approval from A&M System.

Information provided to RESPONDENT by A&M System, including but not limited to information from the members, officers, agents, or employees of The Texas A&M University System or any of its members, and information provided to RESPONDENT by members of the public or any other third party shall belong to A&M System.

P. INDEPENDENT CONTRACTOR: The successful RESPONDENT agrees that in all respects its relationship with A&M System will be that of an independent contractor, and that it will not act or represent that it is acting as an agent

of A&M System or incur any obligation on the part of A&M System without written authority of A&M System. As an independent contractor, RESPONDENT will be solely responsible for determining the means and methods for performing the services described. RESPONDENT shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of A&M System relative to conduct on its premises.

Q. <u>CONFIDENTIALITY:</u> In accordance with the Texas Public Information Act, Submittals could be subject to public review after any resultant agreements have been executed. RESPONDENTs responding to this submittal are cautioned not to include any proprietary information as part of their submittal unless such proprietary information is carefully identified as such in writing, <u>and A&M System accepts, in writing, the information as proprietary.</u>

Information created, derived, or otherwise produced by RESPONDENT shall remain the exclusive property of RESPONDENT. RESPONDENT acknowledges any final report or papers will be provided in accordance with this Agreement, and that any information contained in any report or papers, which RESPONDENT believes is confidential under Texas law will be clearly designated as such by RESPONDENT. In the event A&M System receives a request for public information for any portion of any final report or papers that have been designated by RESPONDENT to be confidential, A&M System will provide notice to RESPONDENT and RESPONDENT may submit a brief to the Office of the Attorney General, as provided by Chapter 552, Texas Government Code.

R. <u>PUBLIC INFORMATION ACT:</u>
    (a) R.RESPONDENT acknowledges that A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this RFP, as well as any other disclosure of information required by applicable Texas law.
    (b) Upon A&M System's written request, RESPONDENT will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System.
    (c) RESPONDENT acknowledges that A&M System may be required to post a copy of the fully executed Agreement as a result of this RFP on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
    (d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to any resultant agreement and the RESPONDENT agrees that the resultant agreement can be terminated if the RESPONDENT knowingly or intentionally fails to comply with a requirement of that subchapter.

S. <u>OWNERSHIP OF DOCUMENTS:</u> Upon completion or termination of any resultant agreement, all documents prepared by the RESPONDENT for the benefit of A&M System shall become the property of A&M System. At A&M System' option, such documents will be delivered to A&M System Procurement Office. A&M System acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, A&M System shall have a recognized proprietary interest in the work product of the RESPONDENT.

T. <u>SUBCONTRACTING:</u> No subcontract or third party personnel will be permitted to perform services described herein, without the written consent of A&M System. Upon written request, the RESPONDENT shall provide copies of all applicable licenses and other written approvals, which may be held by its subcontractors in order to perform the services described herein.

The RESPONDENT shall be fully responsible for all work performed under any resultant agreement from this RFP. The RESPONDENT shall describe who will be, if any, subcontractor(s) for the resultant agreement. No subcontract, which the RESPONDENT entered into with respect to performance under any resultant agreement, shall in any way relieve the RESPONDENT of any responsibility for the performance of its duties under the terms of the resultant agreement. The RESPONDENT shall notify the agency in writing of any changes in subcontracting.

U. <u>INSURANCE</u>: The RESPONDENT shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to A&M System. By requiring such minimum insurance, A&M System shall not be deemed or construed to have assessed the risk that may be applicable to RESPONDENT under this Agreement. RESPONDENT shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. RESPONDENT is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

Coverage   **Limit**

1. **Worker's Compensation**

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	$1,000,000 Each Accident $1,000,000 Disease/Employee $1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

2. **Automobile Liability**

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

Commercial General Liability

Each Occurrence Limit	$1,000,000
General Aggregate Limit	$2,000,000
Products / Completed Operations	$1,000,000
Personal / Advertising Injury	$1,000,000
Damage to rented Premises	$300,000
Medical Payments	$5,000

The required commercial general liability policy will be issued on a form that insures RESPONDENT's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and the RESPONDENT as additional insured's.

3. RESPONDENT will deliver to A&M System:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by RESPONDENT under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and A&M System as Additional Insureds up to the actual liability limits of the policies maintained by RESPONDENT. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and A&M System. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to A&M System ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section.

Any deductible or self-insured retention must be declared to and approved by A&M System prior to the performance of any services by RESPONDENT under this Agreement. RESPONDENT is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following A&M System contact:

> The Texas A&M University System
> 301 Tarrow Street
> College Station, TX 77840
> Attn: Jeff Zimmermann
> Facsimile Number: 979-458-6101
> Email Address: jzimmermann@tamus.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by A&M System in writing.

V. <u>DISPUTE RESOLUTION</u>: The resolution process provided in Chapter 2260, Texas *Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M System and RESPONDENT to attempt to resolve any claim for breach of contract made by RESPONDENT that cannot be resolved in the ordinary course of business. RESPONDENT shall submit written notice of a claim of breach of contract under this Chapter to the Deputy Chancellor and Chief Financial Officer for A&M System, who shall examine RESPONDENT's claim and any counterclaim and negotiate with RESPONDENT in an effort to resolve the claim.

W. <u>VENUE</u>: Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against A&M System shall be in the county in which the primary office of the chief executive officer of A&M System is located.

X. <u>STATE AUDITOR'S OFFICE</u>: RESPONDENT understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"),

to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. RESPONDENT agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. RESPONDENT will include this provision in all contracts with permitted subcontractors.

Y. RESPONDENT shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M System.

Z. RESPONDENT hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

AA. ALTERNATE PROPOSALS: A&M System reserves the right to consider alternate proposals submitted by respondents. Alternate proposals shall be clearly marked "Alternate" with the proposed alternates clearly defined and all pricing/cost advantages included, if applicable.

BB. WARRANTIES: In addition to all warranties established by law, RESPONDENT hereby warrants and agrees that:

All goods and services covered by any agreement shall conform to the specifications or other descriptions set forth in the agreement or otherwise furnished or adopted by A&M System, and shall be merchantable fit for the purpose intended, of best quality and workmanship, and free from all defects. A&M System shall have the right of inspection and approval, and may, at RESPONDENT's expense, reject and return nonconforming goods or require re-performance of services which are not in compliance with the requirements of the agreement. Defects shall not be deemed waived by A&M System's failure to notify RESPONDENT upon receipt of goods or completion of services, or by payment of invoice.

All goods and/or services provided under any resultant agreement shall meet or exceed the Safety Standards established and promulgated under the Federal Occupational Safety and Health Administration (Public Law 91-596) and its regulations effect or proposed as of the date of the agreement.

All goods delivered pursuant to any resultant agreement shall conform to standards established for such goods in accordance with any applicable federal, state or local laws and regulations, unless otherwise indicated in the agreement.

CC. ACCEPTANCE OF SERVICES: All services performed under any resultant agreement shall be to the satisfaction of each agency and in accordance with the specifications, terms, and conditions of the agreement. A&M System reserves the right to review the services performed and to determine the quality and acceptability of such services.

DD. SALES AND USE TAX: A&M System, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The RESPONDENT may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

EE. NON-WAIVER OF DEFAULTS: Any failure of the Agencies at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the Agencies at any time to avail itself of same.

FF. TECHNOLOGY ACCESS CLAUSE: The RESPONDENT expressly acknowledges that state funds may not be expended

in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly the RESPONDENT represents and warrants to The Texas A&M University System that the technology provided to The Texas A&M University System for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired for purposes of the paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology either directly by features incorporated within the technology or by A&M System Office for HUB and Procurement Programs has recently established.

GG. <u>CONFLICT OF INTEREST:</u>   By executing any resultant agreement, RESPONDENT and each person signing on behalf of RESPONDENT certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of the resultant agreement, or in the services to which the resultant agreement relates, or in any of the profits, real or potential, thereof.

HH. <u>PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL:</u>   To the extent that Texas Government Code, Chapter 2270 applies to any resultant agreement, RESPONDENT certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of any resultant agreement. RESPONDENT acknowledges any resultant agreement may be terminated and payment withheld if this certification is inaccurate.

II. <u>CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS:</u>   Pursuant to Subchapter F, Chapter 2252, Texas Government Code, RESPONDENT certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. RESPONDENT acknowledges any resultant agreement may be terminated if this certification is or becomes inaccurate.

JJ. <u>PROHIBITION ON CONTRACTS RELATED TO PERSONS INVOLVED IN HUMAN TRAFFICKING:</u>   Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in any resultant agreement is not ineligible to receive the specified contract and acknowledges that the resultant agreement may be terminated and payment withheld if this certification is inaccurate.

EXHIBIT A
EXECUTION OF OFFER

RFP01 CIO-20-070
DATE:

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

A.1   Respondent Affirmation

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

This execution of offer must be completed, signed, and returned with the respondent's proposal. Failure to complete, sign and return this execution of offer with the proposal may result in rejection of the proposal.

Signing a false statement may void the submitted proposal or any agreements or other contractual arrangements, which may result from the submission of respondent's proposal. A false certification shall be deemed a material breach of contract and, at owner's option, may result in termination of any resulting contract or purchase order.

Addenda Acknowledgment

Receipt is hereby acknowledged of the following addenda to this RFP by entering yes or no in space provided and indicating date acquired. Enter "N/A" if none received.

No. 1 _____   Date _____

No. 2 _____   Date _____

A.2   Signature

By signing below, the Respondent hereby certifies as follows, and acknowledges that such certifications will be included in any resulting contract:

(i)   the Response and all statements and information prepared and submitted in response to this RFP are current, complete, true and correct;

(ii)   it is not given, 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 or any subsequent proposal. Failure to sign below, or signing a false statement, may void the response or any resulting contracts at A&M System' option, and the RESPONDENT may be removed from all future proposal lists at this state agency;

(iii)   the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the RESPONDENT and to bind the Respondent under any contract which may result from the submission of the Response;

(iv)   no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between RESPONDENT and an employee of A&M System;

(v)   Respondent has not been an employee of A&M System within the immediate twelve (12) months prior to the RFP response;

(vi)   no compensation has been received for participation in the preparation of this RFP (ref. Section 2155.004 Texas Government Code);

(vii)   all services to be provided in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;

(viii)   Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;

(ix)   to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;

(x)   if the RESPONDENT is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the RESPONDENT's disqualification;

(xi)   under Section 231.006, Family Code, the RESPONDENT or applicant certifies that the individual or business entity named in this RFP, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that any resultant agreement may be terminated and payment may be withheld if this certification is inaccurate; and,

(xii)   under Section 2155.006, Government Code, the RESPONDENT certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that any resultant agreement may be terminated and payment withheld if this certification is inaccurate.

RESPONDENT shall provide their Federal Employer Identification Number (EIN), full VENDOR name, address and contact information in the spaces below. Failure to sign manually or with electronic signature (such as DocuSign or Adobe Sign) below will disqualify the proposal response. The person signing the submittal should show title or authority to bind his/her firm in contract.

Federal EIN/Taxpayer ID #: _____

Vendor/Company Name: _____

Authorized Signature: _____

Name: _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

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* By signing this RFP, 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 Government Code, § 2252.001(4).

EXHIBIT B
NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "RESPONDENT"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other RESPONDENTS, or with any official of A&M System or any employee thereof, or any person, firm or corporation under contract with A&M System whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said A&M System, has paid or is to pay to any other RESPONDENT or to any of the aforementioned persons anything of value whatever, and that the RESPONDENT has not, directly or indirectly entered into any arrangement or agreement with any other RESPONDENT or RESPONDENTS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The RESPONDENT hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDENT, potential RESPONDENT, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other RESPONDENTS or potential RESPONDENTS, or to obtain through any unlawful act an advantage over other RESPONDENTS or A&M System.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the RESPONDENT without consultation with other RESPONDENTS or potential RESPONDENTS or foreknowledge of the prices to be submitted in response to this solicitation by other RESPONDENTS or potential RESPONDENTS on the part of the RESPONDENT, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned RESPONDENT and each person signing on behalf of the RESPONDENT certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of A&M System, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature_____

Company Name_____

Date_____

Notary _____
Subscribed and sworn to before me this

_____ day of _____, 2020.

Notary Public in and for the County of _____, State of

_____. My commission expires: _____

> **THE EXECUTION OF OFFER AND NON-COLLUSION AFFIDAVIT MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S SUBMISSION. FAILURE TO SIGN AND RETURN THESE DOCUMENTS WILL RESULT IN THE REJECTION OF YOUR SUBMISSION.**