



THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

**REQUEST FOR PROPOSAL
RFP NUMBER: RFP01 CIO-20-076
MOBILE APPLICATION SERVICES**

**PROPOSAL MUST BE RECEIVED BEFORE:
2:00 P.M. CENTRAL TIME (CDT) ON JUNE 22, 2020**

**EMAIL RFP RESPONSES TO:
SOPROCUREMENT@TAMUS.EDU
SUBJECT LINE: RFP01 CIO-20-076
Attn: Jeff Zimmermann**

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.

Proposals will be received until the date and time established for receipt 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
Procurement & HUB 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 4.15 for more information regarding public information.

TABLE OF CONTENTS

SECTION 1.	INTRODUCTION	3
SECTION 2.	INSTRUCTION FOR RESPONDENTS	5
SECTION 3.	STATEMENT OF WORK & REQUIREMENTS	9
SECTION 4.	RESPONDENT’S PROPOSAL	13
SECTION 5.	GENERAL TERMS AND CONDITIONS	17
EXHIBIT A:	EXECUTION OF OFFER	23
EXHIBIT B:	NON-COLLUSION AFFIDAVIT	25
EXHIBIT C:	HSP LETTER OF TRANSMITTAL	26

Attachments: Accessibility Conformance Report
HUB Subcontracting Plan

SECTION 1 – INTRODUCTION

1.1 Introduction

The Texas A&M University System (“A&M System”) is looking to implement a vendor’s mobile framework of apps for use by the constituents; i.e., faculty, staff, students, alumni, prospective students, parents, visitors etc. as needed by the various members (“Members” as further defined in Section 1.2) of the A&M System. It is the intent of A&M System to establish a master services agreement (“Agreement”) with a single qualified vendor for the requirements listed, the A&M System reserves the right to award to multiple vendors to meet the needs of its Members. Any resultant Agreement will be between the selected vendor(s) (“Respondent”) and A&M System. Each Member at its discretion may choose to utilize the services from any resultant Agreement.

By submitting responses, each Respondent certifies that it understands this RFP and has full knowledge of the scope and nature of the opportunity described herein. 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. Proposals shall be in accordance with the terms, conditions, and requirements set forth in this Request for Proposal (RFP).

1.2 Background

The Texas A&M University 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, including the Texas Division of Emergency Management; and the RELLIS Campus. The Texas A&M System educates more than 151,000 students and makes more than 22 million additional educational contacts through service and outreach programs each year. System-wide, research and development expenditures exceeded \$1 billion in FY 2019 and helped drive the state’s economy. More information about the Texas A&M University 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&M System.

1.4 Performance Period

Should A&M System, in its sole discretion, enter into an Agreement with the successful Respondent(s)

as a result of this RFP, the Agreement shall be effective upon execution for a period of three (3) years. The period applies only to the A&M System Agreement and not an individual engagement by a Member. Each Member opting to utilize the awarded Respondent(s) will formalize their needs as provided by the Respondent in Section 3.14.

The Agreement may be extended for up to two additional two-year terms, providing all parties mutually agree in writing on the extension. Any extension shall be at the same terms and conditions plus any approved changes to be determined by A&M System and negotiated in writing with the successful Respondent.

1.5 Calendar Of Events

Issue RFP	May 22, 2020
Deadline to Submit Questions	June 3, 2020
Release of Addendum (if applicable)	June 8, 2020
Deadline for Receiving Proposals.....	June 22, 2020 by 2:00 PM CDT
Interview Top Proposal Teams (A&M System's Option).....	TBD
Anticipated Award Date.....	TBD
Agreement Effective Date	December 2, 2020

The 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 the A&M System and/or in the event the 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.

SECTION 2 - INSTRUCTION FOR RESPONDENTS

2.1 General Information

This RFP outlines the statement of work and requirements in Section 3. Proposals 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 or 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 submitted with this submittal will become the property of the A&M System.

2.2 Examination of the Request for Proposal

Before submitting, each Respondent will be held to have examined the 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 the existing and/or revised conditions and accepts them "as is."

2.3 Proposal Submission Instructions

All proposals must be received by the A&M System, no later than **2:00 p.m. CDT, June 22, 2020** electronically via email to soprocurement@tamus.edu with the subject line of "**RFP01 CIO-20-076 – Mobile Application Services**". The sent time indicated within the A&M System email server shall be used for the receipt and acceptance of the response. A file sharing tool may be used through email to submit the proposal response if large file sizes are an issue. If opting to use a file sharing tool it is recommend to send a test file prior to the due date.

It is each Respondents responsibility to ensure that the entire submittal response is received by the A&M System by the deadline stated above regardless of submission method. **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 are to be returned as part of your proposal response. Failure to include these documents may be basis for response disqualification.

I. Proposal

- a. Cover letter to include a brief introduction with interest and capability of the Respondent.
- b. Table of Contents
- c. Company Profile (Section 4.1)
- d. Technical Proposal (Section 4.2)
- e. Cost Proposal (Section 4.3)
- f. References (Section 4.5)

II. Forms

- a. Signed Execution of Offer (Exhibit A)
- b. Non-Collusion Affidavit (Exhibit B) signed and notarized
- c. Accessibility documentation (Section 3.2)
- d. HUB Subcontracting Plan (Section 4.4)

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

Note: Additional information regarding the Execution of Offer and Non-Collusion Affidavit.

- Execution of Offer: The signature in the Execution of Offer within the electronic copy shall serve as the official signature of record. Signature can be done electronically with DocuSign, Adobe or another similar tool.
- Non-Collusion Affidavit: The Respondent signature on this document may be done electronically with DocuSign, Adobe or another similar tool. While the document must also be notarized, this may be done at a later date due to the COVID-19 pandemic. An agreement may not be executed with the awarded Respondent until this document is fully signed and notarized.

2.5 **Inquiries and Interpretations**

All questions concerning this RFP are to be directed, in writing, to Jeff Zimmermann at soprocurement@tamus.edu. Respondent may not contact other individuals at the A&M System to discuss any aspect of this RFP, unless expressly authorized by the A&M System Procurement & HUB Program office to do so. Questions regarding the RFP, including questions for more data or information beyond that included in this RFP, should be presented in writing as stated above. **Deadline for submission of questions is June 3, 2020.**

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) according to the schedule in Section 1.5.

<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

The evaluation of the proposals shall be based on the proposal(s) that the A&M System deems to represent the **best value** to the A&M System. The RFP provides the information necessary to prepare and submit proposals for consideration by the A&M System. All properly submitted proposals will be reviewed, evaluated, and ranked by the A&M System. The A&M System will rank the Respondents in the order that they provide the overall “best value” to the A&M System based on an evaluation of the responses to the RFP.

A&M System may base its choice on demonstrated competence, knowledge, qualifications, and other factors as deemed applicable and on the reasonableness of the proposed fee for the solution and related services. If other considerations are equal, A&M System may give preference to a RESPONDENT(S) whose principal place of business is in the state of Texas or who will manage any resultant agreement wholly from an office in the state of Texas.

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, an agreement may be negotiated and executed with that RESPONDENT. The resultant agreement 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 and/or 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.

After proposal tabulation and such investigation of Respondents as the A&M System deems appropriate, an award may be made to one or more Respondents whose proposal it judges to represent the best value to the A&M System. Final determination for award of the contract will be made on the overall best value to the A&M System.

By submitting its proposal in response to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that determination of the best value firm will require subjective judgments by the A&M System.

The selection of the successful proposal may be made by the 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 the A&M System on the basis of negotiation with any of the Respondents. The 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, the 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.

The A&M System may perform reference checks and seek further information, as needed from all Respondents whose proposals the System, at its discretion, considers viable, based on the initial evaluation and scoring. The Proposer's response to this requirement officially authorizes the A&M System to contact these organizations to discuss the services and other considerations which the Proposer has provided to such organizations and authorizes the organizations to provide such information to the A&M System and Proposer shall and hereby does release and hold harmless the 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.

The A&M System reserves the right to reject any or all proposals and re-solicit for new proposals, or to reject any or all proposals and temporarily or permanently abandon the project. The A&M System makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

SECTION 3 – STATEMENT OF WORK & REQUIREMENTS

3.1 Technical Overview

The A&M System is looking to implement a Respondent's mobile framework of apps for use by the constituents; i.e., faculty, staff, students, alumni, prospective students, parents, visitors etc. of any Member of the A&M System that chooses to utilize the Respondent(s) awarded from this RFP. For each Member that moves forward with an engagement ("Project"), the Respondent shall provide the following:

- a. Respondent shall work with the Member Project team with implementation, testing and configuration as well as provide support for technical issues and future enhancements.
- b. Respondent shall provide training for Project team members on the use of the product, including administration by the A&M System. Respondent shall provide options so that either the Respondent can implement the mobile solution on behalf of A&M System or Members can implement the mobile solution or some combination thereof. The mobile solution recommended by the Respondent must contain the following components:
 - i. Hosted cloud based solution and specify if any third party services are used.
 - ii. Integrate current A&M System data sources (whether data feed, web service, database, etc.) into the app rather than require a Respondent-specified data format.
 - iii. Implement web services that integrate with the Banner Student Information System, including search classes, add/drop/enroll classes, balances, view grades and potentially integrate with the Datatel Student Information System for one A&M System member.
 - iv. Provide students with course information, announcements, grades, and course assignments by integrating directly with Blackboard's LMS web services for Texas A&M and integrating with other web services for other A&M System members.
 - v. Display campus maps, with easy extensibility to add new layers, points of interests, landmarks and more. Maps should be easily integrated with any other features in the mobile solution, including directory, class registration (SIS), and courses (LMS).
 - vi. Display multiple external social feeds such as Twitter and Facebook.
 - vii. Display multiple external video feeds such as Vimeo and YouTube.
 - viii. Display multiple external image feeds such as Picasa, Flickr, and Instagram.
 - ix. Support browsing or searching for events.
 - x. Display multiple news feeds from A&M System members.
 - xi. Display dining options with menu, map locations and dining hours.
 - xii. Search for employee contact information and add contacts to native devices.
 - xiii. Provide critical or emergency information.
 - xiv. Display multiple calendars feeds from A&M System members and display weekly or monthly views, in addition to adding events to native calendars
 - xv. Support push notifications to app users, both in a broadcast mode and in an opt-in mode.
 - xvi. Support a method of custom communications to individuals based on a customizable set of criteria.
 - xvii. Provide analytics on app usage that identifies the most used modules and pages within the

app.

3.2 Accessibility

- a. Electronic and Information Resources, EIR, accessibility requirements from Texas Administrative Code, Title 1, Chapter 206 and Chapter 213 and technical standards from Section 508 and the Web Content Accessibility Guidelines (WCAG) 2.0 have been determined to apply to this RFP. The mobile framework and products created by the framework shall deliver applications that are accessible to users with disability (i.e., Section 508 and WCAG 2.0 compliant). 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 category, Respondents should provide the following accessibility information by way of Voluntary Product Accessibility Templates (VPATs). See Attachment – Accessibility Conformance Report (Based on VPAT Version 2.4) or other equivalent reporting templates. Respondents must describe how the EIR product deliverables included as part of the service requirements meet the following requirements.

- i. The appropriate Technical Accessibility Standards based on the applicable EIR categories (see table below)
- ii. Functional Performance Criteria described in 1 TAC §213.35 (i.e., Section 508 equivalent - 36 CFR Part 1194 Subpart C)
- iii. 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

- b. The Respondent shall describe how their organization designs and tests for accessibility as part of the mobile web app design and development.

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

3.3 Customizable UI / UX

- a. Respondent must offer a large variety of user interface styles that can be easily exchanged throughout the lifecycle of the mobile app. Please include screen style options (including ones branded with the colors and themes of A&M System members if possible), and how the system may

be modified over time. Also include examples of other customer apps, and the different branding, styles, looks, and user interface systems that can be implemented.

- b. The solution shall allow for campus branding, including logos, word marks, colors, fonts, spacing and font sizes. Please explain how this is done.
- c. The system shall support multi-campus and/or multi-role configurations of the mobile app. This feature must be configurable through an administration console and not require custom implementation.
- d. The solution shall allow the ability to brand different campus locations with a separate theme including a different logo, color, fonts spacing and font sizes for each campus. Each of these different campus locations and user interfaces must be easily available through a common mobile app, using the multi-site feature described earlier. Please explain how this is done.
- e. The system must allow dynamic and portable edits to the core modules (e.g., the headers or footers). Such edits should be able to include: links to other modules or responsive web pages, video, text, phone numbers. These edits must be available to non-technical administrators, so that modifications to the system can be produced at will by the A&M System members, for immediate availability on all mobile channels, including mobile web and native, phone devices and tablets.
- f. The system shall provide an app assembly and publishing tool for business or non-technical users. This tool should make it very easy to combine multiple modules, new content and media, and responsive web design pages into a complete app experience. Publishing and updating the application (both native and mobile web, small device and tablet) should be possible at any time, in real time, without returning to the app store.
- g. The system shall provide an administration console that allows both IT personnel and non-technical users on campus to add to the mobile solution and in addition to providing the ability to customize the applications. The system should allow multiple roles to be delegated, with permissions set to control access.
- h. The system shall provide a method by which the client may customize the user interface. This might include both customizable layout and customizing the content displayed. Avenues of providing content should include methods such as data feeds, APIs, or other such web services.

3.4 Mobile Framework

The Respondent must demonstrate a robust mobile framework to support custom campus development as follows:

- a. Respondent shall provide an architecture overview of their framework and describe how a campus would extend the application to meet specific critical needs that are not part of the delivered application.
- b. Respondent shall supply an extensible middleware platform that is designed to aggregate data from web services, including web services that will not be provided under a Project. Explain how this is done.
- c. Platform should allow the combining of data sources and deep-linking of modules for a seamless user experience. Explain how this is done.
- d. The system shall have the ability to release new modules or features to users without re-submitting native app versions to app stores over and again. Explain how this is done.
- e. Respondent shall provide details about support processes for the A&M System during development and post-implementation.

3.5 Native Support

Supports native on phone devices and tablets (Apple iOS, and Android) and Mobile Web

- a. The mobile framework shall allow the campus to deliver apps that run natively on Apple iOS and Google Android, for both phone and tablet devices. Support must also include a mobile web version, which is optimized for both small and large devices (including Tablets and Desktop).
- b. Describe how mobile apps simultaneously support both mobile web and native.

3.6 Secure Authentication

Since the applications will display or update student specific data, the application shall have secure authentication that interacts with campus authentication methods. The interaction between the device and the authentication mechanism shall be encrypted. Describe how authentication is implemented in your application, including whether the Respondent supports SSO authentication with AD, LDAP, Shibboleth, SAML and/or CAS.

3.7 Cross Module Search

The system shall support full site cross module searching.

3.8 Higher Education Users

The solution shall have some higher education users that are currently using the solution to deliver mobile student services. Please highlight other higher education mobile systems that reflect the capabilities required in this document, with screen shots of each feature.

3.9 Respondent Community and Sharing

Provide any information about the Respondent community, and the ability to share extensions.

3.10 Branding and Special Features

Explain how the solution can be differentiated from other higher education users by branding, special features, etc.

3.11 Additional Options

Explain other options that are available, such as real-time shuttle tracking, indoor maps, or any other features of interest.

3.12 Maintenance and Support

Explain how Respondent will provide maintenance and support, including the provision of updates and response to email support inquiries from the A&M System and its end users. Please detail guaranteed response time to product performance issues and software updates.

3.13 Qualifications

The following areas will be considered in determining the qualifications of the Mobile Application services provider. Respondents shall address all other areas described below:

- a. The Respondent's overall experience and expertise in the services offered.
- b. The Respondent's overall experience and expertise for the services offered in the higher education market.

3.14 Member Engagement Process

Each Member has the option to utilize the services from this RFP. Describe the process for engagement with an awarded Respondent to include any required documents to be completed and executed by a Member to engage these services; i.e. statement of work, order form, purchase order, etc.

SECTION 4 – RESPONDENT’S PROPOSAL

The Respondent recognizes that in selecting a vendor(s), 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 Number of Years in Business: _____

Type of Operation: Individual _____ Partnership _____
Corporation _____ Government _____

Number of Employees: _____ (company-wide)

Number of Employees: _____ (servicing location)

Annual Sales Volume: _____ (company-wide)

Annual Sales Volume: _____ (servicing location)

4.1.2 State that you will provide a copy of your company’s audited financial statements for the past two (2) years, if requested by A&M System.

4.1.3 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, if requested 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

Respondents shall address all of the areas described in each item of the Section 3 (3.1 – 3.14) and labeled accordingly. Additionally, the following items must be included in each proposal:

- a. A detailed explanation of the proposed services, including a comprehensive description of all components.
- b. An implementation plan including a time schedule.
- c. A description of the components (software, web portal, servers, etc.) comprising the Respondent’s services.
- d. A detailed explanation of the training included.
- e. A description of how service upgrades are handled.
- f. Provide information on warranty offered for product and service. Reference Section 6: General Terms and Conditions, AA. Warranties.
- g. Proposal shall name key staff who will service this account. Include names, titles, addresses,

email addresses, phone numbers and brief biographies of individuals who will be assigned to a Project.

4.3 Cost Proposal

Respondent shall submit a cost proposal based on the requirements stated in this RFP. Costs shall be itemized; for example, subscription/license fees (per user or FTE), implementation costs, etc. If any fees are to be paid annually, provide the cost and/or basis for the annual cost through the initial 3-year term of any resultant Agreement and how they will be priced in any renewal terms. All Members of the A&M System should be accounted for in your cost proposal so that it is clear what each Member would pay for the services offered.

Also include costs for any other services offered that may add value to the scope offered.

4.4 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 Respondent 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 according to the instructions (“a”) below 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. The applicable **HUB goal** to utilize for this RFP is **10%** for “all other services”. The HSP submitted with this RFP shall become part of any master agreement resulting from this RFP.

a) RFP HSP Submission Requirements

The following items (1-3) must be submitted with your RFP response in order to meet the HUB Subcontracting Plan requirements.

- 1) Letter of transmittal attesting that the respondent has read and understands the Policy on Historically Underutilized Businesses (see Exhibit C)
- 2) State of Texas Historically Underutilized Business Subcontracting Plan (HSP): Respondents shall complete the HSP form by submitting Sections 1, Section 2 a-d. and Section 4 ONLY. The opportunities listed in Section 2b shall be those that you anticipate on a typical project for the scope of this RFP. It is not necessary to include percentages within section 2b at this time. Method A and B are not needed with your RFP HSP submission but will be required of the awarded Respondents.

The A&M System HUB Subcontracting Plan form to be used is attached and can be accessed at the following site:

<http://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/>

Self-Performing: If the Respondent is completing as self-performing, a statement shall be provided which attests that the entire scope of work shall be performed with its own employees and

resources. The sections in the HSP form to be completed are Section 1, 2a (check “No”), 3 (with your statement included in the open text field), and 4. The additional information requested below is not needed for self-performing plans.

- 3) **Additional Information:** If you identified subcontracting opportunities in Section 2b of the HSP and you already have selected HUB subcontractors that allow you to state “Yes” on either Section 2 c or d, then you may submit Method A pages to identify those HUBs. However, if you do not have HUBs selected at this time and your answer to both Section c and d are “No”, then provide a response to each of the items below to explain how the Respondent intends to make a good faith effort for each subcontracting opportunity identified in Section 2b of the State of Texas HSP Form.
- Given the opportunities identified in Section 2b, provide an estimated percent for overall HUB participation with the understanding that the A&M System goal for “all other services” is 10%. This estimated percent is not a commitment to obtain that percent, but a commitment to make the full good faith effort with that as the goal.
 - Provide a sample solicitation notice letter that will be sent to HUB vendors and minority and women business trade organizations/development centers for the subcontracting opportunities. The notice shall, in all instances, include at least the scope of work, response due date, information about bonding and insurance requirements, and identify a contact person.
 - Provide a list of the trade organizations or development centers that you intend to work with in your outreach efforts.
 - Provide documentation that describes how you intend to locate the HUB vendors for solicitation – Will you use the CMBL listings? Will you advertise in trade organization newsletters or newspapers? Etc.

Please contact Mr. Keith Williams, A&M System HUB Coordinator, by email at soprocurement@tamus.edu, or phone (979) 458-3265 for assistance in 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.

b) Awarded Respondents

The following shall be required of each Respondent issued a Master Agreement as a result of this RFP;

If selected by a Member as the result of a Master Agreement, the Vendor may be required by that Member to complete an HSP in full per the instructions below or as directed specifically by that Member.

- 1) Complete Section 1
- 2) Complete Section 2a through d.
- 3) Complete Section 4
- 4) Complete Method A or B as applicable depending on your response to questions in Section 2c-d. Below are the instructions for each Method;

Method A: Provide Method A (Attachment A) for each opportunity identified in Section 2b of the HSP and complete all sections. Section A-2 shall include all subcontractors selected for that opportunity, both HUBs and non-HUBs.

Method B: Provide Method B (Attachment B) for each opportunity identified in Section 2b. Reminder that all supporting documentation listed in Section B-3 shall be provided as part of this attachment. The following are additional items of note as part of the good faith effort required:

- The Respondent shall provide potential HUB subcontractors reasonable time to respond to the respondent's notice. "Reasonable time to respond" in this context is no less than seven (7) working days from receipt of notice, unless circumstances require a different time period and it is approved by the Member in writing.
- The Respondent shall use the State of Texas Centralized Master Bidders List (CMBL), HUB Directory, internet resources, and/or other directories as identified by the State of Texas or the Member HUB Program office when searching for HUB subcontractors. A complete list of all State of Texas certified HUBs may be electronically accessed at;
<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>
- The Respondent shall provide the notice described in this section to three (3) or more HUBs for each subcontracting opportunity as stated in Section B3a. Respondents are encouraged to seek and find a "Diverse Group" of Historically Underutilized Businesses in each category in which a subcontract of services is solicited.
- The Respondent shall provide notice to minority and women business trade organizations or development centers that assist in identifying HUBs by disseminating opportunities to their membership/participants. A list of possible organizations/centers can be found at the following site; <https://comptroller.texas.gov/purchasing/vendor/hub/resources.php>
- The respondent shall negotiate in good faith with qualified HUBs, not rejecting qualified HUBs who were also the best value responsive bidder.
- Provide written justification of the selection process if a non-HUB subcontractor is selected in Section B-4c.

4.5 References

Respondent must furnish at least three (3) references from current customers with a similar scope of work with at least one being from an institution of higher education. Each reference shall contain at least the following:

- Company/Agency name & address:
- Contact Person Name & Title:
- Contact phone number:
- Contact email:

SECTION 5 - GENERAL TERMS AND CONDITIONS

5.1 TERMS AND CONDITIONS

The A&M System reserves the right to accept, reject, modify, and/or negotiate any and all proposals received in conjunction with this RFP. It reserves the right to waive any defect or informality in the proposals on the basis of what it considers to be in its best interests. Any submittal which the A&M System determines to be incomplete, conditional, obscure, or which has irregularities of any kind, may be rejected. The 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 the 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 the A&M System without penalty or obligation at any time prior to the signing of an agreement.

5.2 GOVERNING LAW

The validity of any resultant agreement and all matters pertaining to any resultant agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

5.3 NON-DISCRIMINATION

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, sexual orientation, gender identity, 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.

5.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting a proposal, the Respondent certifies it does not and will not, during the performance of the resultant agreement, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

5.5 DEBARMENT STATUS

By submitting a statement of qualification, Respondent certifies it is not currently debarred from submitting proposals on contracts nor is it an agent of any person or entity that is currently debarred from submitting bids on contracts.

5.6 INDEMNIFICATION AND HOLD HARMLESS

The Respondent shall defend, indemnify and hold harmless the 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 the resultant agreement.

5.7 RESPONDENT LIABILITY

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.

5.8 CIVIL RIGHTS REQUIREMENTS

All Respondents must comply with applicable civil rights laws.

5.9 NON-COLLUSION CLAUSE

The Non-Collusion Affidavit found in **EXHIBIT B** must be executed as a part of the Respondent's submittal.

5.10 ENTIRE AGREEMENT

The 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 the agreement. Any amendment or modification to the agreement must be in writing and signed by the parties hereto.

5.11 SEVERABILITY

It is understood and agreed that if any part, term, or provision of the 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 the agreement did not contain the particular part, term, or provision held to be invalid.

5.12 PUBLICITY

Respondents must refrain from giving any reference to any resultant agreement or project, whether in the form of press releases, brochures, photographic coverage, or verbal announcements, without specific written approval from the A&M System.

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

5.13 INDEPENDENT CONTRACTOR

The successful Respondent agrees that in all respects its relationship with the 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 the A&M System or incur any obligation on the part of the A&M System without written authority of the 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 the A&M System relative to conduct on its premises.

5.14 NOT ELIGIBLE FOR REHIRE

Respondent is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.

5.15 PUBLIC INFORMATION ACT

- a. 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 Agreement, 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 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 this agreement and Respondent agrees that the agreement can be terminated if Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

5.16 OWNERSHIP OF DOCUMENTS

Upon completion or termination of any resultant agreement, all documents prepared by the Respondent for the benefit of the A&M System shall become the property of the A&M System. At the A&M System's option, such documents will be delivered to the System Procurement Office. The A&M System acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, the A&M System shall have a recognized proprietary interest in the work product of the Respondent.

5.17 INSURANCE

The Respondent shall obtain and maintain, for the duration of the resultant 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 the A&M System. By requiring such minimum insurance, the A&M System shall not be deemed or construed to have assessed the risk that may be applicable to the Respondent. 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 the 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 the A&M System at least ten days before the effective date of the cancellation.

Coverage**Limit****A. Worker's Compensation**

Statutory Benefits (Coverage A)
Employers Liability (Coverage B)

Statutory
\$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 the A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

B. 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;

C. **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 or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of the agreement.

- D. Respondent will deliver to the 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 the 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 and The Texas A&M University 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 and The Texas A&M University System. No policy will be canceled without unconditional written notice to the 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 the 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 the A&M System prior to the performance of any services by Respondent under the 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 the agreement will be mailed, faxed, or emailed to the following the A&M System contact:

The Texas A&M University System
Attn: Jeff Zimmermann
301 Tarrow Street, Rm 273
College Station, TX 77840
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 the A&M System in writing.

5.18 DISPUTE RESOLUTION

The dispute 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 the 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 the A&M System, who shall examine Respondent's claim and any counterclaim and negotiate with Respondent in an effort to resolve the claim.

5.19 VENUE

Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against the A&M System shall be in the county in which the primary office of the chief executive officer of the A&M System is located. At the date of this RFP, such county is Brazos County, Texas.

5.20 STATE AUDITOR'S OFFICE

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.

5.21 CONFLICT OF INTEREST

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 this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

5.22 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, Respondent certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Respondent acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

5.23 CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS

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.

5.24 PROHIBITION ON CONTRACTS RELATED TO PERSONS INVOLVED IN HUMAN TRAFFICKING

Under Section 2155.0061, Government Code, the Respondent certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

5.25 RECORDS RETENTION

Under Section 2155.0061, Government Code, the Respondent certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

5.26 NON-ASSIGNMENT

Respondent shall neither assign its rights nor delegate its duties under the resultant agreement without the prior written consent of the A&M System.

5.27 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.

5.28 OWNERSHIP OF DOCUMENTS

Upon completion or termination of any contract 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's 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.

5.29 WARRANTIES

In addition to all warranties established by law, Respondent hereby warrants and agrees that:

All goods and services covered by the 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 the 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 the 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.

EXHIBIT A
EXECUTION OF OFFER

RFP01 CIO-20-076

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 qualifications. Failure to complete, sign and return this execution of offer with the qualifications may result in rejection of the qualifications.

Signing a false statement may void the submitted qualifications or any agreements or other contractual arrangements, which may result from the submission of respondent's qualifications. A false certification shall be deemed a material breach of contract and, at the A&M System'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 "0" if none received.

No. 1 _____	Date _____	No. 3 _____	Date _____
No. 2 _____	Date _____	No. 4 _____	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 has 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 the A&M System's 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 the A&M System;
- (v) Respondent has not been an employee of the 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) each individual or business entity proposed by Respondent as a member of its team that will engage in the practice of engineering or architecture will be selected based on demonstrated competence and qualifications only;
- (xi) 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;
- (xii) under Section 231.006, Family Code, the Respondent or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate; and,
- (xiii) 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 this contract may be terminated and payment withheld if this certification is inaccurate.
- (xiv) the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this bid and 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.

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 #: _____

Respondent/Vendor/Company Name: _____

Authorized Signature: _____

Name: _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

E-mail: _____

<p>* 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).</p>

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 the A&M System or any employee thereof, or any person, firm or corporation under contract with the A&M System whereby the Respondent, in order to induce acceptance of the foregoing Proposal by said the 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 the 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 the A&M System, nor any officer, employee, or person, whose salary is payable in whole or in part by the 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 _____

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.

EXHIBIT C
HSP Letter of Transmittal

(SUBMIT ON YOUR BUSINESS LETTERHEAD)

The Texas A&M University System
Moore/Connally Building
301 Tarrow, Suite 273
College Station, Texas 77840
Attn: Jeff Zimmermann

Subject: HSP Letter of Transmittal

Dear Mr. Zimmermann:

I am pleased to forward this HUB Subcontracting Plan as an integral part of our written response submitted in connection with your solicitation #_____.

This letter shall attest that (company name) has read and understands The Texas A&M University System's Policy on Utilization of Historically Underutilized Businesses (HUBs) as stated within the solicitation. (Company name) also understands the HUB participation goal for this solicitation is ____% and will make a full good faith effort to obtain that goal. For any questions regarding this HUB Subcontracting Plan my contact information is below.

Sincerely,

(Signature)

(Printed Name)

(Printed Title)

(Email)

(Phone)