



## THE TEXAS A&M UNIVERSITY SYSTEM

Office of Procurement and HUB Program

**REQUEST FOR PROPOSAL**  
**RFP Number: RFP01-CIO-21-101**  
**Financial System Modernization**  
**Services**

**PROPOSAL MUST BE RECEIVED PRIOR TO:**  
**2:00 P.M. Central time (CST) on December 7, 2021**

**EMAIL RFP RESPONSES TO:**

[soprocurement@tamus.edu](mailto:soprocurement@tamus.edu)

**SUBJECT LINE: RFP01 CIO-21-101 – Financial System Modernization Services**

**Attn: Jeff Zimmermann**

**NOTE:** Proposal response must be received by The Texas A&M University System Office of Procurement and HUB Program before the date and time specified for receipt of proposal as stated within Section 2.3 of this RFP. After the due date and time, only the names of respondents will be made public.

**REFER INQUIRIES TO:**

Jeff Zimmermann, Director  
Procurement and Business Services | HUB Program  
The Texas A&M University System  
Email: [soprocurement@tamus.edu](mailto: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 5 for more information regarding confidential and proprietary information.

**TABLE OF CONTENTS**

**SECTION 1 - INTRODUCTION..... 3**

1.1 SCOPE ..... 3

1.2 ABOUT THE A&M SYSTEM..... 3

1.3 PRIORITIES/EXPECTATIONS ..... 3

1.4 VIRTUAL PRE-PROPOSAL CONFERENCE ..... 4

1.5 CALENDAR OF EVENTS ..... 4

1.6 PERFORMANCE PERIOD..... 4

**SECTION 2 - INSTRUCTIONS FOR RESPONDENTS..... 5**

2.1 GENERAL INFORMATION ..... 5

2.2 EXAMINATION OF THE REQUEST FOR PROPOSAL..... 5

2.3 SUBMITTAL INSTRUCTIONS..... 5

2.4 PROPOSAL COMPONENTS..... 6

2.5 INQUIRIES AND INTERPRETATIONS ..... 6

2.6 SELECTION PROCESS ..... 7

**SECTION 3 - SERVICE REQUIREMENTS AND LIKELY SCOPES OF WORK ..... 9**

3.1 GENERAL..... 9

3.2 BACKGROUND – A&M SYSTEM FINANCIAL SYSTEMS MODERNIZATION AND REPORTING MODERNIZATION PROJECTS ..... 9

3.3 BACKGROUND – CURRENT TOOL STACK ..... 9

3.4 SUB-PROJECT SERVICE NEEDS AND PROCESS ..... 10

3.5 BUSINESS INTELLIGENCE DEVELOPMENT AND SERVICES ..... 10

3.6 APPLICATION DEVELOPMENT AND SERVICES..... 12

3.7 SAMPLE STATEMENTS OF WORK..... 13

**SECTION 4 - PROPOSAL RESPONSE ..... 14**

4.1 COMPANY PROFILE ..... 14

4.2 TECHNICAL PROPOSAL ..... 14

4.3 IMPLEMENTATION APPROACH ..... 15

4.4 LICENSING, SUPPORT, AND SUBSCRIPTION MODEL ..... 15

4.5 VENDOR QUALIFICATIONS ..... 15

4.6 PRICING PROPOSAL ..... 16

4.7 HUB SUBCONTRACTING PLAN..... 16

**SECTION 5 - GENERAL TERMS AND CONDITIONS ..... 17**

**EXHIBIT A: EXECUTION OF OFFER ..... 25**

**EXHIBIT B: NON-COLLUSION AFFIDAVIT ..... 27**

**EXHIBIT C: SAMPLES OF WORK ..... 28**

## SECTION 1 - INTRODUCTION

### 1.1 **Scope**

The Texas A&M University System (A&M System) has a need to acquire services from one or more qualified firms to assist with the implementation of full lifecycle technology solutions, with particular emphasis placed on financial systems, enterprise architecture, web development, and report delivery. The A&M System expects to execute a substantial number of projects with firms awarded as a result of this RFP over the period defined in section 1.6 below. Some possible project descriptions may include but would not be limited to the following:

- Assist the A&M System with the implementation of its selected reporting strategy
- Assist the A&M System with defining a new enterprise and web application architecture
- Assist the A&M System with implementing the new enterprise and web application architecture utilizing the Microsoft technology stack, including C#, SQL Server, and PowerShell.

It is the intent of A&M System to establish a master services agreement (“Agreement”) with one or more qualified firms for the requirements listed. Any resultant Agreement will be between the selected firms(s) (subsequently referred to as “Respondent” or “Provider”) and A&M System. Execution of an Agreement as a result of this RFP does not guarantee utilization of any Provider.

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 **About The A&M System**

The A&M System is one of the largest systems of higher education in the nation, with a budget of \$9.6 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 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 exceed \$1 billion and help drive the state’s economy. More information about the A&M System and all of its members can be found the A&M System [About](#) page.

### 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 or Respondents that will ensure the provision of such quality in its delivery of service through proven 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 successful completion of any scope of

work part of this RFP as determined by A&M System. Respondent shall provide information describing the Respondent's technical services and project execution experience, including the experience of the technical resources, project managers, account managers, and other key personnel on similar engagements, including past experience within A&M System.

- (c) *Delivery Efficiency as it Relates to Total Costs.* Respondent must demonstrate its ability to deliver the required services in a cost-effective and timely manner while not sacrificing the quality required by the A&M System.

#### 1.4 **Virtual Pre-proposal Conference**

A virtual pre-proposal conference will be held at 10:00 a.m. CST on November 8, 2021. Attendance at this conference is not mandatory but highly encouraged. To obtain the link to the virtual conference, interested firms should email [soprocurement@tamus.edu](mailto:soprocurement@tamus.edu).

#### 1.5 **Calendar of Events**

<b>Activity</b>	<b>Date</b>
Release of Request for Proposal	October 27, 2021
Pre-proposal Conference	10:00 a.m. CST, November 8, 2021
Deadline to Submit Questions	November 12, 2021
Release of Addendum (if applicable)	November 16, 2021
Responses Due	<b>December 7, 2021 by 2:00 p.m. CST</b>
Interviews (at A&M System's option)	anticipated the week of January 10, 2022
Selection of Respondents	Anticipated by January 21, 2022

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 ensure that the selection of the Respondent is in accordance with its policies, rules and regulations, as well as actual timing needs.

#### 1.6 **Performance Period**

Should A&M System, in its sole discretion, enter into an Agreement with one or more successful Respondents as a result of this RFP, the resultant Agreements shall be effective upon execution for a period of five (5) years. Any resultant Agreement may be extended for one additional five (5) year term, providing all parties mutually agree in writing on the extension. Any extensions 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 resultant 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 who can provide the various services specified and listed within Section 3 of this RFP. While it is the intent of the A&M System to effectively establish an Agreement with one or more qualified providers for services, there is no guarantee that an award will be made or any agreements 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 documentation submitted with the proposal response 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 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 **2:00:00 p.m. CST, December 7, 2021** electronically via email to [soprocurement@tamus.edu](mailto:soprocurement@tamus.edu) with the subject line of "**RFP01 CIO-21-101 – Financial System Modernization Services**". 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.**

A file sharing tool may be used 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 submittals 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
- ✓ Proposal, to include Sections 4.1 – 4.5
- ✓ Pricing Proposal, Section 4.6

### II. Forms

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B) – signed and notarized
- ✓ HUB Subcontracting Plan (Section 4.7)

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: 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 as well as the notarization on this document may be done electronically with DocuSign, Adobe or another similar tool. If the notary cannot be obtained at this time due to the COVID-19 pandemic, this may be done at a later date. 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, Director, Procurement and Business Services to [soprocurement@tamus.edu](mailto: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 A&M System 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 November 12, 2021.** The A&M System will publish all questions with responses according to the schedule in Section 1.5.

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) at the following site; <http://www.txsmartbuy.com/sp>. (Input Agency Number "710" and select "Posted" for the Status)

It is the responsibility of all Respondents to check the ESBD for any and all addenda issued for this RFP. 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 information provided 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. The A&M System may interview one or more of the top ranked Respondents as part of the evaluation process.

The A&M System will base its choice on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services; and if other considerations are equal, give preference to a Respondent whose principal place of business is in the state of Texas or who will manage the contract 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, 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 interview with the evaluation committee before the final selection(s). If interviews are required they will be done online through video conferencing, or in person if allowed at the time by A&M System guidelines and agreed to by both parties. A&M System will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation, submission or interviews that may be conducted.

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(s) 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(s) 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(s).



## SECTION 3 - SERVICE REQUIREMENTS AND LIKELY SCOPES OF WORK

### 3.1 General

The services offered must meet the requirements as described in section 3. Respondent must indicate their methodology, knowledge and skills associated with the A&M System's core technologies, their team capabilities and depth of bench, their project and architectural approaches, and complete pricing models to fulfill each requirement. Respondent should also provide examples of prior projects similar to the requirements described in this section.

### 3.2 Background – A&M System Financial Systems Modernization and Reporting Modernization Projects

The A&M System is currently executing a project to modernize its legacy financial system, FAMIS, and related applications and integrations. The current phase of the project will result in the FAMIS application running on Windows as a 3270/Telnet application.

FAMIS is a full-featured financial system with core financial records, A/P, A/R, purchasing, and fixed assets among its modules. Some aspects of FAMIS are available on the web via an A&M System application called Canopy. FAMIS is integrated with a number of other software packages, including Workday, JAGGAER, CORE, and Concur, State of Texas systems such as USAS, and A&M System applications such as Maestro, Time & Effort, Insurance Billing, and Position Budgeting.

The financial system is also integrated with the A&M System's Enterprise Data Warehouse, which supplements FAMIS' internal reporting capabilities.

Concurrent with the FAMIS modernization project, the A&M System is investing in reporting modernization and is developing plans to implement new reporting architectures, report writing tools, and report delivery platforms. The current deployment of the Enterprise Data Warehouse and SAP Business Intelligence platform will be strengthened to manage anticipated usage levels after the replatformed version of FAMIS is online. Additionally reporting modernization will seek to build and deploy a data catalog and data governance framework.

### 3.3 Background – Current Tool Stack

Today, FAMIS runs on an IBM z/OS mainframe in SoftwareAG's Natural/Adabas environment. The modernization project will move FAMIS to Windows and shift the technology stack to the Microsoft stack, including C#, SQL Server, and PowerShell. The Windows version of FAMIS will rely on the Anubex Natural run-time environment, which provides its user interface and data access providers.

**NOTE: The projects resulting from this RFP are solely concerned with the Windows version of FAMIS. All discussion of services in this document and all projects and contracts resulting from this RFP pertain to the modernized technology stack. No mainframe services are being sought.**

After conversion, FAMIS will run on premises on A&M System hardware, both physical and virtual. This includes the online application servers, the batch job servers, and the SQL Servers. BMC's Control-M software will be the job scheduling software in use in this environment.

Canopy, FAMIS' web front end, is an ASP.NET WebForms application. Canopy is currently being updated for compatibility with the Windows version of FAMIS. While newer than FAMIS, Canopy's code base is also considered legacy and this RFP includes Canopy modernization.

FAMIS provides several web service application programming interfaces (APIs) using ASP.NET and

SOAP. These APIs need to be modernized as well. The A&M System has licensed Dell's Boomi platform as a partial solution to this need.

The Enterprise Data Warehouse runs on a SQL server relational database and uses BusinessObjects as a front end. BusinessObjects will continue to be used alongside the new reporting platforms for the foreseeable future.

One other notable tool in the FAMIS architecture is GoAnywhere's managed file transfer (MFT) product.

### **3.4 Sub-project Service Needs and Process**

The A&M System expects to need assistance from outside service providers to execute multiple sub-projects during the next phase of the financial modernization project. Accordingly, we anticipate selecting one or more successful Respondents to this RFP to provide those services to the A&M System

Such sub-projects will be initiated by the A&M System by providing one or more of the Providers within the awarded pool of Respondents with a project business case and statement of work (SOW).

The Provider(s) will respond by submitting a proposed Scope, Schedule, and Cost estimate. The estimate shall include all resources and costs related to delivery of the sub-project and shall include named personnel resources with hourly rate per human resource.

The Provider(s) will include a sub-project relevant curriculum vitae for each proposed team member.

Project schedules that exceed three months will include monthly milestone check points or sprint retrospectives. Authorization must be granted by A&M System stakeholders prior to continuing past each milestone or moving requirements to subsequent sprints.

Sections 3.5 and 3.6 below list a subset of work elements for which the A&M System is likely to require services during the term defined by this RFP. We anticipate bundling some or all of these elements and other requirements not listed below into sub-projects for execution by the successful Respondent(s) to this RFP.

NOTE: All deliverables developed by the Providers and paid for by the A&M System become the sole property of A&M System, without restriction or additional consideration.

### **3.5 Business Intelligence Development and Services**

This section documents anticipated service needs for the data warehouse and reporting areas.

#### **3.5.1 Business Intelligence Architecture**

1. Technology stack selection and implementation including on premises and cloud infrastructure, reporting frameworks, and related components
2. Azure and Power BI services including Data Factory, Azure Data Lake, and Azure Synapse design and implementation
3. SQL Server development services including TSQL stored procedures, SSIS integration packages, and SSAS cube development

4. Provide services supporting on premises/cloud infrastructure on the full data life cycle including extraction, staging, transformation, curation, quality assurance and testing
5. Operational support of deployed solutions including technical and end user support
6. Design and implement a proprietary security framework designed to secure the data at all layers of the business intelligence landscape

### **3.5.2 Data Governance Services**

1. Provide business services to support initiatives related to managing a large data catalog
2. Establish a Data Governance Framework
3. Develop Data Standards and Policies
4. Develop a Business and Technical Data Glossary

### **3.5.3 Data Provisioning Services**

1. Utilizing industry standards and best practices, enable a data provisioning infrastructure accessible throughout the A&M System enterprise.

### **3.5.4 Business Analysis and Project Management**

1. Provide expertise to gather and synthesize requirements from the A&M System's user community to define the required reporting functionality
2. Project management resources to ensure requirements and timelines are met

### **3.5.5 Workday Reporting and Prism Development Services**

1. Develop custom reports using Workday Report Writer™ following the A&M System development standards
2. Develop Workday Prism™ Data Sets following the A&M System development standards

### **3.5.6 SAP BusinessObjects Business Intelligence Services**

1. Administrative Support
  - a. Architect and implement an SAP Business Intelligence Suite infrastructure
  - b. Upgrade current BusinessObjects deployment to current release ( 4.2 to 4.3 upgrade )
  - c. Design and implement user authentication to SAP Business Intelligence
  - d. Migrate UNV to UNX universes including supporting report refactoring
  - e. Migrate current security to a new security model based on ActiveDirectory
2. Business Services and Report Development
  - a. Meet with stakeholders to gather business requirements for high-value reports and dashboards
  - b. Use SAP Business Intelligence Platform tools, primarily Web Intelligence, to write fit for purpose reports to meet business needs

### **3.6 Application Development and Services**

This section documents anticipated service needs for the custom application and integration areas.

#### **3.6.1 Full Stack Web Application Development for FAMIS and related application ecosystem**

1. Design the application architecture for the FAMIS 3270/Canopy replacement application, including:
  - a. Application architecture, including high availability/redundancy, scalability, and failover, as well as on premises/cloud decisions
  - b. Technology stack selection and implementation, including responsive web app frameworks and related components, .NET libraries, data access tooling, build/deploy tooling, health monitoring, etc.
  - c. Coding patterns and standards, specifically defining the internal development methodology for the project
2. Low code platform:
  - a. Assist in the selection of a low code platform suitable for certain elements of the overall application
  - b. Implementation of the selected platform and identified solution elements
3. Business analysis and project management:
  - a. Provide expertise to gather and synthesize requirements from user community to define the application's required and desired functionality
  - b. Project management resources to ensure requirements and timelines are met
4. Full lifecycle implementation services, providing resources in every phase of development, testing, deployment, and (initial) post-go live operations and support
5. Software testing:
  - a. Automated test execution:
  - b. Application components (e.g., test-driven development/unit testing)
  - c. Application user interface testing (Selenium or similar)
6. Application test planning and execution:
  - a. System testing
  - b. Integration testing
  - c. User acceptance testing

#### **3.6.2 Full Stack Web Application Development to Modernize Other A&M System Applications**

1. Re-implement and enhance existing applications such as Single Sign On (SSO), TrainTraq, Time & Effort, and others using the architecture, design patterns, requirements gathering, testing, and implementation processes discussed above

### **3.6.3 Workday Integrations Resources**

1. Define requirements for the creation of new Workday integrations and modification/enhancements of existing Workday integrations with internal and external partners of the A&M System
2. Perform Workday integration development to meet specifications
3. Perform unit, system, and integration testing of delivered integrations
4. Provide operational support of deployed solutions including technical support and troubleshooting

### **3.7 Sample Statements of Work**

See Exhibit C for representative examples of SOWs the A&M System might issue resulting from this RFP.

## 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

- A. Provide a contact name for this RFP response, including title, address, telephone number and email address.
- B. Number of years in business: \_\_\_\_\_
- C. Number of Employees: \_\_\_\_\_ (company wide) \_\_\_\_\_ (relevant branch office(s))
- D. Annual Sales Volume: \_\_\_\_\_(company wide)
- E. 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.
- F. 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.
- G. 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 should describe how their services can address the needs and requirements of the A&M System as described in *SECTION 3 – SERVICE REQUIREMENTS AND LIKELY SCOPES OF WORK*.

In responding to these requirements Respondent:

- Must provide narrative in response to the requirements described in Section 3 addressing all requested information
- May provide services documentation that support their ability to meet the requirements of the A&M System
- May provide other documentation and information to demonstrate the overall value of the Services

Specifically, the successful Respondent(s) will provide the following core elements in the proposal:

- Discussion of the methodologies and practices used by the firm to address our needs
- Describe specific and representative human resources the firm might assign to our projects
- Describe their technical and services team including relevant experience and expertise with enterprise reporting, financial application development, and modern web architecture, the number of resources available to us, and other relevant factors
- Provide a clearly documented pricing methodology, as discussed in section 4.6

### **4.3 Implementation Approach**

The Respondent must describe their implementation approach by providing responses to the following:

- Does the Respondent have authorized third-party partners/sub-contractors, or will the Respondent provide all services itself?
  - Describe in detail any planned use of sub-contractors. This information shall also be provided as part of the HUB Subcontracting Plan requirements listed in Section 4.7.
- Describe key technical resources or talent that the Respondent may assign to an A&M System project
- Document the depth of the Respondent's bench and/or redundancy as it relates to key personnel

### **4.4 Licensing, Support, and Subscription Model**

Respondent shall provide a response to the following items:

- A. Acknowledge that deliverables developed by the Respondent and paid for by the A&M System become the sole property of A&M System, without restriction or additional consideration.
- B. Describe all relevant maintenance and support plans/subscriptions, including general service-level commitments offered by the Respondent.
- C. Describe any discounts Respondent extends to educational organizations or to state government agencies and provide a published price per sheet for Higher Education/State Government solutions - if one exists.

Note: Do not provide actual or estimated prices (dollar amounts) in this section (dollar amounts should be in Section 4.6).

### **4.5 Vendor Qualifications**

Respondent shall provide a response to the following items:

- A. Respondent must furnish at least two references from clients from the past three years for services provided similar in scope, size, and complexity to the Sample SOWs described in Section 3 above. If possible, the A&M System requests that one of the references come from institutions of Higher Education and/or other public sector entities.
  - Company/Agency name & address
  - Contact person name & title
  - Contact phone number
  - Contact email address
  - Summary of services provided
- B. Has Respondent worked with the A&M System or any of its member universities or agencies in the past five years? If yes, provide the specific member of the A&M System, point of contact (name, title, phone number, and email address), and a brief description of the work performed.
- C. Describe Respondent's core service offerings with particular reference to financial software and the A&M System's preferred technologies as discussed in this RFP.

#### 4.6 **Pricing Proposal**

Respondent shall provide a complete pricing proposal for the Services offered to include the following items as applicable.

- A. Describe in as much detail as possible the proposed methodology for pricing each sub-projects. Include hourly rates for services if that is part of the methodology, and/or a fully documented approach to how the firm will price requests to execute specific SOWs; e.g., fixed-price/fixed-bid.
- B. Describe all discounts that may be available to the A&M System, including, educational, federal, state and local discounts.
- C. There shall be no ongoing costs in regard to the agreement reached as a result of this RFP except those specifically requested by the A&M System.
- D. Provide terms of payment for the services provided within any requested sub-project.

#### 4.7 **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) both directly and indirectly in our prime contracts. The goal of the HUB Program is to promote equal access and equal opportunity in A&M System contracting and purchasing to include opportunities for subcontracting to the prime Respondent. Subcontracting opportunities are defined as those opportunities contracted with a vendor to perform a service, 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**. The intent of the HSP is for the Respondent to detail how they will commit to a “Good Faith Effort” to attract and use state of Texas certified HUB vendors. 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 participation goal for this RFP is 11% and every effort should be made to achieve this level of participation through subcontracting opportunities, mentor protégé relationships, or other relationships with the objective of increasing HUB utilization.** Maximizing HUB participation is of the utmost importance to The Texas A&M University System.

##### **HSP Submission Requirement:**

Complete the [A&M System HSP form](#) by submitting Sections 1, Section 2, Section 4, and Method A or Method B as applicable based on the response to Section 2c-d. If subcontracting, the applicable HUB participation goal for this RFP is 11% (Other Services) and every effort shall be made to obtain this goal. The opportunities listed in Section 2b shall be those that you anticipate based on the scope of this RFP and the potential sub-projects to include estimated percentages.

Please contact Mr. Keith Williams, A&M System HUB Coordinator, at [soprocurement@tamus.edu](mailto:soprocurement@tamus.edu) or (979) 458-3265 for assistance in identifying 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. TERMS AND CONDITIONS: 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. GOVERNING LAW: Respondent agrees that, in the event of a dispute, laws of the State of Texas will prevail.
- C. 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 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. IMMIGRATION REFORM AND CONTROL ACT OF 1986: 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. DEBARMENT STATUS: 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. INDEMNIFICATION AND HOLD HARMLESS: 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. 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.

- H. **EARLY TERMINATION:** 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. **Default of Respondent**  
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. CONFIDENTIALITY: 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, and A&M System accepts, in writing, the information as proprietary.

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. 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 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. **OWNERSHIP OF DOCUMENTS:** 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. **SUBCONTRACTING:** 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. **INSURANCE:** 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.

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
<b>1. <u>Worker’s Compensation</u></b>	
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	
<b>2. <u>Automobile Liability</u></b>	
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: [zimmermann@tamus.edu](mailto:zimmermann@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. DISPUTE RESOLUTION: 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. VENUE: 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. 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.
- 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. CONFLICT OF INTEREST: 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. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: To the extent that Texas Government Code, Chapter 2271 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. 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.
- JJ. PROHIBITION ON CONTRACTS RELATED TO PERSONS INVOLVED IN HUMAN TRAFFICKING: 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.
- KK. RECORDS RETENTION: Respondent will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the resultant Agreement for the duration of the resultant Agreement and for seven years after the conclusion of the resultant Agreement.
- LL. 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 the resultant Agreement.



**EXHIBIT A  
EXECUTION OF OFFER**

**RFP01 CIO-21-101**

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

\* 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 \_\_\_\_\_, 2021.

Notary Public in and for the County of \_\_\_\_\_, State of

\_\_\_\_\_. My commission expires: \_\_\_\_\_

## EXHIBIT C SAMPLE STATEMENTS OF WORK

### Insurance Billing Release 1.1 Sample SOW

The A&M System's office of System Benefits Administration (SBA) requires that the Insurance Billing application, related integrations and APIs, and the FAMIS Accounts Receivable API be enhanced according to the prioritized list of requirements and tasks below.

Please respond with your questions about the applications, integrations, and technologies currently in use as well as any questions about the requested changes by \_\_\_\_\_.

In your firm's response to this SOW, indicate which of the items can be achieved in either:

- A fixed-cost project not to exceed \$ \_\_\_\_\_
- A fixed number of hours not to exceed \_\_\_\_\_

Note that the items below are being provided to you in the expected order of execution.

### Requirement/Task List

ID	Title	Description
19301	Implement a Payment Receipt mechanism	SBA inquired in early January 2021 about the possibility of emailing billing participants when a payment has been applied to their invoices. The email text must say "Sally paid \$999.99 for March coverage" or something similar. Include the UIN and Invoice Number as well. 1) For this iteration, we will only want to do this on the original payment posting of the ACH or TRS request. 2) Implement a button on Check invoices that SBA can click to send the receipt notification to the participant. Restrict to the Billing Admin role. Do NOT include any personally identifiable information such as address or phone number.
19391	Line Item Details: Display "REF4" in the Transactions grid	In the FAMIS transactions on a line item, the "REF4" field contains a clue about the origins of the payment transactions; e.g, ACHmmdd, TRSmmdd, IBmmdd, etc. Display this column on the Invoice Line Item Details screen's Transactions grid, adding it to the right of the grid. Column header "Ref 4".
19392	Implement a Transaction Details screen	The Insurance Billing web app currently only displays very basic information about a charge or payment transaction (in the Line Item Details screen's Transactions grid). This is for the Billing Admin role only. 1) Made the Transactions in this grid clickable, taking the user to a new Transaction Details screen. 2) Implement the new Transaction Details screen with detailed info about the transaction selected. - This screen is always read-only, for all roles. - Display all useful fields, not just those on the grid. - Consult SBA and Tracy Crowley from SOBA to decide what to display and how to lay out the screen. - Ensure the screen has a "back" link that returns the user to the Line Item Details screen.
19512	CONSOL: Update Staging w Sent/Not Sent Results	After a couple of months pain in reconciling with FAMIS, we've learned it would help to indicate on the ConsolInvoiceLineDeltaStaging table the following results from the rules check web service call: - Sent to Consol - Y/N - Reason Code – new set of code values, for use in reporting - Result Message - free text
19597	Job Submission: Refresh after job is	When submitting a "Monthly Initialization/Snapshot" or a "Monthly Invoice Report Print" job on the Jobs page, the Jobs grid doesn't refresh for some reason. Do a

	submitted	refresh immediately after the job is queued, in addition to the periodic refresh.
19395	Summer Premium Letters: Update Letter with ACH Info (for 2022 letters)	For the calendar year 2022 letters, update the Summer Premium Letter process to accept new data elements from Workday, pass those through the SSIS integration (or replace this with Boomi), and conditionally display a new text block on the SPL SSRS report that includes a link to SBA's ACH deduction form for billing participants. Consult with SBA as to the particulars of the data fields, condition rules, and letter text and link.
	Et cetera	

## TrainTraq Affiliate Role Sample SOW 2

TAMU Provost IT has requested that TAMUS System Enterprise Applications (SEA) implement a mechanism in TrainTraq for non-employees, primarily students in this case, to take courses in TrainTraq. They would also like to use TrainTraq to perform assignments and notifications.

In addition, other groups have requested similar capabilities in the past.

This document describes how the change to TrainTraq could be made if the project is undertaken.

SEA understands that Provost IT would like the TrainTraq enhancements to be completed in time for the Fall 2021 semester.

However, we **cannot** commit to delivering the changes discussed in Section 1 below until **12/1/2021**.

Time permitting, items in Section 2 may also be implemented but that is not guaranteed.

### 1. Primary Implementation Requirements

This section documents the “Minimum Viable Product” requirements for implementing the Affiliate role in TrainTraq. For calendar year 2021, only these requirements are considered in scope.

Secondary requirements and possible enhancements are discussed later in the document.

#### 1.1. Assumptions

As a working definition, an “Affiliate” is a logged in SSO user who does not have a Worker record or whose Worker status with the A&M System is no longer active.

The external system will register all Affiliates, providing:

- UIN
- Email address
- The associated TAMUS “System Code”
  - o This is a UIN Services identification code for external applications that interact with UIN data
  - o A new System Code will be created for the Provost IT team
    - This code will be linked to TAMUS Workstation “M” internally

#### 1.2. Affiliate Accounts

The external system will call a new web service to create an SSO Account record for the Affiliate. This call will include the UIN and email address.

If a SSO Account record already exists and it is not a Worker account, the “SSO” email address will be updated.

This call should be made at least once for every Affiliate to establish the account, email

address, and System Code. Subsequent calls can be made to update email address.

SSO Accounts for Workers won't be updated by this web service.

### 1.2.1 Affiliate Accounts Technical Discussion

We have an existing SSO SOAP web service to create an SSO account; however, it does not perform updates as it was intended for new employees only.

We will implement a new REST web service in SSO to provide an "upsert" capability so the external system can provide email address changes.

We will add a data relationship between System Code and Workstation in the UIN Services database.

## 1.3. Assignments

Assignments are out of scope for the first release of the Affiliate role. This includes assignment notifications. If the external system wishes to notify learners of new course assignments, past due events, etc., it must provide that functionality.

To deep-link to a TrainTraq course, an email with a link similar to the following will suffice:

<https://traintraq.tamus.edu/CourseDetails.aspx?cnum=99001>

## 1.4. Authentication

It is expected that Provost IT's Affiliates will log into SSO using their TAMU CAS account.

**NOTE: SSO's UIN credential is available to Affiliates, but we expect that it will not be used by these Affiliates.**

Affiliates will be able to update their email address in SSO if the value on file isn't satisfactory.

## 1.5. SSO Menu

Affiliates will be given a TrainTraq link on their SSO menu once they have been "registered" with SSO via the web service discussed above (and not before).

Note that the SSO menu link is not required to access TrainTraq. A direct link/bookmark to TrainTraq – <https://traintraq.tamus.edu> - will work as well.

### 1.5.1 SSO Menu Technical Discussion

To provide TrainTraq links on the SSO menu, we will implement a new custom SSO menu rule to integrate the TrainTraq Affiliate user list with SSO.

## 1.6. TrainTraq Affiliate Role

Affiliates will have a dedicated role in TrainTraq that is distinct from the Employee role.

### 1.6.1 TrainTraq Affiliate Role Technical Discussion

Role determination is made automatically when the user logs on to TrainTraq. When an SSO-authenticated user who does not have a Worker record accesses TrainTraq, he/she will be given the Affiliate role if his/her UIN is "registered" with SSO as a user of the external system.

This new role will be added to the application and the required changes to support it

made to the TrainTraq logon/authorization processes.

### 1.7. TrainTraq User Interface

Affiliates will have access to the following screens/tabs in TrainTraq:

- Home (Overview) page
  - Displays a static “Welcome to TrainTraq” message
  - Shows Announcements
- Course Search – restricted by rule
  - Course Details
- Course Details
  - SCORM course player screen
- My Transcript
- Support - help request form

### 1.8 TrainTraq User Interface Technical Discussion

Screens uses by Affiliates will be dedicated to the Affiliate role. Dependencies on the Worker data in the existing screens will prevent existing artifacts from being re-used. Of course, existing artifacts will serve as templates for development work.

- Home (Overview) page  
New Affiliate-specific view of the user’s assigned courses. Copy of the current Home page, but new views and data access methods are needed.
- Course Search  
For the Affiliate role, the Course Search function is limited to Online courses that are marked as available to the External Gateway.
- Course Details  
New Affiliate-specific view of the Course details. Similar to the Employee view, with reduced visibility into certain properties, TBD.  
  
Note: Regarding course equivalencies, only External Gateway-allowed courses should be displayed.
- SCORM Course Player  
No changes are anticipated to the SCORM Course Player UI/integration; however, testing of the integration – particularly the recording of completions – must be performed
- My Transcript  
New Affiliate-specific Transcript view and data access components without reference to Worker data fields needed
- Support  
Affiliate-specific Support page is needed. If the Affiliate’s Workstation(s) known, he/she can direct the request to a member administrator.

**NOTE: We will need additional clarification from Provost ID as to who will provide support to the TAMU Affiliates and how Affiliates will contact those individuals.**

All undefined support requests from Affiliates will go to TAMU HROE.

- Sitemap Work  
The new role will need several new sitemap entries, as well as testing.

## 1.9 Completions

The external system should call a web service to verify course completion for an individual.

Additionally, such a web service for Affiliates would benefit multiple external systems.

Longer-term, this could replace the call to the External Gateway API for Affiliate completions.

Testing scenarios:

- SCORM completions without assignments are inserted into the Transcript table
- Affiliates' associated is recorded on the Transcript
- Verify that when an Affiliate becomes a Worker that his/her Transcript contains completions earned as an Affiliate.

Completion Emails

- TrainTraq sends an email to employees when they complete a course.
- We expect to implement a new completion email process that will work for Affiliates.

Completions Technical Discussion

- We have an existing TrainTraq SOAP web service to check completions for employees.
- We expect to implement a new web service to provide completion verification capability for Affiliates.
- We plan to record completions in TrainTraq's existing Transcript table, not a new table.