



# THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

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**REQUEST FOR PROPOSAL**  
**RFP Number: CIO-21-103**  
**AFR Software Solution**

**PROPOSAL MUST BE RECEIVED PRIOR TO:**  
**2:00 P.M. Central time (CDT) on April 6, 2021**

**EMAIL RFP RESPONSES TO:**  
[soprocurement@tamus.edu](mailto:soprocurement@tamus.edu)  
**SUBJECT LINE: RFP01 CIO-21-103 – AFR**  
**Attn: Jeff Zimmermann**

**NOTE:** PROPOSAL must be received by **The Texas A&M University System Office of Procurement & HUB Program** before the date and time specified for receipt of proposal as specified 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 & Business Services  
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 S. for more information regarding public information.

**TABLE OF CONTENTS**

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

1.1 SCOPE..... 3

1.2 BACKGROUND ..... 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 SELECTION PROCESS ..... 6

**SECTION 3 - SOLUTION REQUIREMENTS AND SCOPE OF WORK .....8**

3.1 GENERAL ..... 8

3.2 BACKGROUND – A&M SYSTEM CURRENT FINANCIAL SYSTEM ..... 8

3.3 BACKGROUND – CURRENT AFR AND STATUTORY REPORTING PROCESS ..... 8

3.4 RECENT REPORTING ASSESSMENT AND RECOMMENDATION ..... 9

3.5 INSTITUTIONAL FINANCIAL FORECASTING MODULE (IFFM) ..... 9

3.6 AFR REPORTING REQUIREMENTS..... 10

3.7 INSTITUTIONAL FINANCIAL FORECASTING REQUIREMENTS ..... 13

3.8 TECHNOLOGY AND INTEGRATIONS ..... 14

**SECTION 4 - PROPOSAL RESPONSE .....16**

4.1 COMPANY PROFILE..... 16

4.2 TECHNICAL PROPOSAL..... 16

4.3 DEMONSTRATION PLAN ..... 16

4.4 PROOF OF CONCEPT ..... 16

4.5 IMPLEMENTATION APPROACH ..... 16

4.6 LICENSING, SUPPORT, AND SUBSCRIPTION MODEL ..... 17

4.7 VENDOR QUALIFICATIONS..... 17

4.8 PRICING PROPOSAL ..... 17

4.9 ACCESSIBILITY..... 18

4.10 HUB SUBCONTRACTING PLAN ..... 18

**SECTION 5 - GENERAL TERMS AND CONDITIONS.....20**

**COMMERCIAL GENERAL LIABILITY .....23**

**ADDITIONAL ENDORSEMENTS.....23**

**EXHIBIT A .....27**

EXECUTION OF OFFER..... 27

**EXHIBIT B.....29**

NON-COLLUSION AFFIDAVIT ..... 29

## SECTION 1 - INTRODUCTION

### 1.1 Scope

The Texas A&M University System (A&M System) has a need to acquire and implement a software platform and solution to manage and automate its financial close and consolidation process and also to create the statutorily required Annual Financial Report (AFR). Additionally, the A&M System is seeking to update and re-implement its Institutional Financial Forecasting Module (IFFM) to better meet the needs of the A&M System and its member universities and agencies. Since the IFFM is dependent on accurate and certified financial data, the A&M System expects to complete the implementation of the AFR and financial close software prior to beginning work on the IFFM module. The IFFM initiative will be considered Phase 2.

Ideally, the software solution will provide a common platform that can be used for both phases of the project.

- Phase 1 will consist of the implementation of the software platform and the implementation of the AFR reporting module, along with the creation of all required statutory reports. The A&M System currently produces 22 standard reports from its existing AFR module.
- Phase 2 will consist of a reimplementation of the current IFFM on the new platform. Data will be obtained from the newly implemented AFR module; student enrollment and tuition forecasting must be redesigned. Other features of the original IFFM may be enhanced and upgraded as required.

The software solution (Solution) will integrate data from each member of the A&M System and provide a managed approach to reconciliations, reclassifications, allocations, and eliminations. The solution will be expected to produce publishable reports as specified by Governmental Accounting Standards Board (GASB), the State of Texas, and the A&M System requirements.

Professional services for the implementation of the solution are also in scope for this RFP.

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

### 1.2 Background

The A&M System is one of the largest systems of higher education in the nation, with a budget of \$6.3 billion. Through a statewide network of 11 universities; a comprehensive health science center; eight state agencies, including the Texas Division of Emergency Management; and the RELLIS Campus; the 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 A&M System and all of its members can be found at <http://www.tamus.edu/about/>.

### 1.3 Priorities/Expectations

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

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

- B. *Level of Experience and Expertise.* RESPONDENT must demonstrate its capabilities in providing the utmost level of experience and expertise to ensure a successful solution as determined by A&M System. RESPONDENT shall provide information describing the RESPONDENT'S managed services and project execution experience, including the experience of the resources, account managers, and other key personnel on similar engagements, including past experience within A&M 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 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 March 12, 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	February 26, 2021
Pre-proposal Conference	10:00 a.m. CST, March 12, 2021
Deadline to Submit Questions	March 17, 2021
Release of Addendum (if applicable)	by March 23, 2021
Responses Due	<b>April 6, 2021 by 2:00 p.m. CDT</b>
Presentation/Demonstrations (at A&M System's option)	week of April 26 and/or May 3, 2021
Selection of Respondent	Anticipated by June 1, 2021

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

Note that length of terms is negotiable and Respondent may propose an alternate length for both the initial period and any renewal.

## SECTION 2 - INSTRUCTIONS FOR RESPONDENTS

### 2.1 General Information

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

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

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

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

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

Expenses for developing and presenting proposals shall be the entire responsibility of the RESPONDENT and shall not be chargeable to the A&M System. All 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. CDT, April 6, 2021** electronically via email to [soprocurement@tamus.edu](mailto:soprocurement@tamus.edu) with the subject line of "RFP01 CIO-21-103 – AFR. 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 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 – 4.8

### II. Forms

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B) – signed and notarized
- ✓ Accessibility documentation (Section 4.9)
- ✓ HUB Subcontracting Plan (Section 4.10)

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 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, 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 March 17, 2021.**

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

A&M System will base its choice on criteria to include but not limited to the following: demonstrated competence,

knowledge, and qualifications of the RESPONDENT in respect to the solution offered; as well as the capability of the solution offered to include but not limited to factors such as functionality and ease of use of the solution; and on the reasonableness of the proposed fee for the solution and related services.

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

The most qualified RESPONDENTS as determined by A&M System MAY BE REQUIRED to present the Solution proposed to the evaluation committee before the final selection(s). If presentations/demonstrations are required they will be done online only through video conferencing. A&M System will not provide compensation to RESPONDENTS for any expenses incurred by the RESPONDENT(S) for proposal preparation, evaluations or demonstrations that may be made.

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

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

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

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

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

## SECTION 3 - SOLUTION REQUIREMENTS AND SCOPE OF WORK

### 3.1 General

The Solution offered must meet the requirements as described in section 3. RESPONDENT must indicate if the Solution can fulfill the requirement with current functionality, and if it cannot be fulfilled with current functionality, whether the Solution can meet the requirements with future functionality or by other means.

### 3.2 Background – A&M System Current Financial System

The A&M System runs legacy financial software (FAMIS) as its core general ledger, accounts payable, accounts receivable and fixed assets software. FAMIS is mainframe software written on the Adabas/Natural technology platform. FAMIS is currently used by 20 of the 22 members of the A&M System. The two members of the A&M System not utilizing FAMIS use different accounting systems, Colleague from Ellucian, and Masterpiece FMS from Infor. These members are required to integrate their software with FAMIS and post financial statement data to support the creation of their financial statements.

A recent review of the financial needs of the A&M System concluded the A&M System is best served by modernizing FAMIS as opposed to implementing a replacement. This modernization project is currently in process and will move FAMIS to a relational database

FAMIS largely meets the operational needs of the A&M System. Some of the key features of the software are:

- It integrates with the State of Texas financial systems:
  - Uniform Statewide Accounting System (USAS)
  - Texas Identification Number System (TINS)
  - Human Resource Information System (HRIS)
  - Teacher Retirement System (TRS)
- It provides core general ledger higher education fund accounting functions,
- It provides operational “budget to actual” management and reporting functions,
- It provides grant management functionality and integrates with the A&M System Research Information System (Maestro),
- It provides capital asset management functionality to manage and maintain capital asset balances and activity including inventory requirements,
- It integrates with Workday HCM software and is the system of record for payroll expenses,
- It integrates with Jaggaer procurement and A/P software, and
- It integrates with Concur software for travel, expense and payment card functions.

The financial system is integrated with an Enterprise Data Warehouse, which supplements reporting needs. The Enterprise Data Warehouse runs on an SQL server relational database with BusinessObjects as a front end.

### 3.3 Background – Current AFR and Statutory Reporting Process

The A&M System supports its Annual Financial Report (AFR), statutory and other reporting needs with three primary tools and supporting Microsoft Excel workpapers:

- Custom reports written in Natural/Adabas,
- Custom reports built with Business Objects, and
- Custom reports built with a custom report definition language written in Natural/Adabas (FAMIS AFR module).

The A&M System seeks to replace and update the functionality of the FAMIS AFR module. While in many ways this software has served the A&M System well, the FAMIS AFR module has the following challenges:



- The module is difficult to support technically,
- Without customizations, the report writer/definition software does not have full access to all of the attributes and dimensions of FAMIS,
- The report writer/definition software is heavily dependent on chart-of-account ranges instead of dimensional attributes,
- Adjustment journals and manual entries cannot easily be captured for downstream reporting,
- The module produces output in postscript format, which is not easily integrated with Microsoft Excel, and no on-screen viewing is natively available within the module,
- The module does not support footnoting or annotations, and the output has limited ability to be altered or improved for publication,
- The module does not support drill-through to underlying detail,
- The Cash Flow Statement is built outside of the software and posted manually into the module, and
- The module does not have an automated process for creation and posting of elimination entries between the 20+ members of the A&M System and, therefore this is done manually.

Although the FAMIS AFR module is supplemented by BusinessObjects Web Intelligence reports, the A&M System does not view this tool as a comprehensive forward solution for the requirements described in this RFP.

### **3.4 Recent Reporting Assessment and Recommendation**

The A&M System recently concluded a review of its AFR reporting software and processes. The recommendations of the assessment are summarized below:

- **Complex coordination:** The current AFR process is complex and requires extensive coordination across many individuals and members of the A&M System. It also depends on complex integrations between multiple software systems.
- **Significant manual analysis:** Reconciliation and consolidation for the members of the A&M System requires complex reconciliations that rely on manual validations across software systems and Excel spreadsheets.
- **Limited automation capabilities:** The software systems in place have limited ability to create rules, customizations, and integrations.
- **Unrealized strategic potential:** The reports and output of current AFR module limits the ability to use the data and results for strategic value.

### **3.5 Institutional Financial Forecasting Module (IFFM)**

In 2015, the A&M System acquired and implemented Oracle Hyperion Strategic Finance software, referred to as IFFM within the A&M System, to meet the following objectives:

- Forecast financial health and sustainability of each member of the A&M System based on current and projected enrollments, tuition and fee rates, research activity, debt and debt requirements, and capital expenditures.
- Conduct scenario analysis by varying enrollments, capital project needs, and other criteria.
- Provide summary results in multiple formats (e.g. dashboards).
- Provide a flexible and adaptable tools and models that could be updated to meet changing requirements.

The IFFM was successfully implemented and has met many of the intended objectives. However, the forecasting module has been limited by the following factors:

- The software was implemented on a legacy platform that requires remote desktop access, therefore limiting its reach and impact.

- The forecasting module requires large amounts of manual effort to extract and prepare financial data to be loaded into the forecasting module. This manual effort is primarily due to the limitations of the FAMIS AFR module (see section 3.3).
- The student enrollment and tuition and fee revenue projections are of insufficient detail and accuracy to give members of the A&M System the level of accuracy and confidence that a projection scenario is making sound assumptions. Members of the A&M System have not gained confidence in the forecasting results because of the high-level assumptions.
- The State of Texas formula funding model is complex and not sufficiently reflected in the forecasting module.
- Although the forecasting module does a good job of rolling up data to provide results for the individual members of the A&M System and at the A&M System-wide level, a limited number of the agencies within the A&M System utilize it due to the complexity and it not being geared for service and research agencies.
- Furthermore, the IFFM experienced limited adoption due its steep learning curve and its inability provide dashboards and easily understood results.

### **3.6 AFR Reporting Requirements**

#### **3.6.1 Use of Journal / Transaction Detail**

The current FAMIS AFR module uses data from summary general and subsidiary ledgers as its source data. These summary ledgers lack one of the key dimensions required to produce some sections of the AFR. For this reason, the A&M System would like to use journal line detail to support the AFR reporting process.

Notes on transaction detail:

- For the current FY 2020, the A&M System generated about 22 million journal line debit and credits (one debit and one credit = two lines).
- A sample spreadsheet will be provided with prototype data that can be imported by the RESPONDENT for the purpose of a demonstration.
- During the Solution implementation, related dimensional data and hierarchies are expected to be provided in the integration to the Solution.
- The Solution will need to report this data in aggregate but should have the ability to drill through to the underlying detail. It is preferred to be able to analyze line item details at the voucher/transaction level.
- The Solution should easily incorporate new attributes from existing entities in the dimension tables or add new elements to the dimension tables.
- It is preferred that the Solution be able to derive a cash flow statement from the balance sheet and operating statement data provided.

#### **3.6.2 Report Development**

Report development should be a skill developed and supported by a financial analyst and not necessarily require IT support.

- Standard, official reports must be managed and governed centrally and be made available to each member of the A&M System.
- Reports must be parameterized so that the same report can be run across multiple members of the A&M System.
- Report definitions must be able to be saved and maintained by fiscal year such that reports can be re-run and re-created based on the report definitions, in effect, at the time of the report.
- In addition to the creation and management of centralized and standardized reports, the Solution should provide the ability for members of the A&M System to create and maintain individualized reports to serve their needs.

- The Solution should allow for end users to be able to run ad-hoc reports through Microsoft Excel to serve their individual analysis needs.
- The Solution should also be able to provide the ability to combine data within the application with outside data (e.g. imported from a spreadsheet) for additional analysis and reporting.

### **3.6.3 Publication Ready**

Reports created by the Solution must be:

- Viewable online as well as publishable
- Able to be embedded into Microsoft Word, PowerPoint, or Excel documents for publication
- Able to be annotated, as well as the management of disclosures and notes
- Able to export data tables and components from reports to Microsoft Excel

### **3.6.4 Supplemental Journals and Other Adjustments**

- The Solution should allow for the creation of supplemental journal entries and adjustments.
- Data from these supplemental journals should be able to be exported back to the financial systems of the A&M System (i.e. FAMIS, Ellucian Colleague and Infor Masterpiece FMS) to keep the legacy systems as the official systems of record.
- Additionally, the Solution should allow for the collection of supplemental structured data through the use of user defined forms.

### **3.6.5 Reclassification and Allocations**

Data entered and classified in the financial systems of the A&M System will require some reclassification in order to be reported according to appropriate Generally Accepted Accounting Principles as defined by Governmental Accounting Standards Board (GASB). For example, the operational system service departments in a designated fund group generate operating revenue from services provided to other parts of the organization. However, when reported externally, this revenue must be eliminated with internal expenses. Reclassifications are needed to remove the 'Assets Held by System' reported on the A&M System member's financial statements and to record the true investment line items held at the A&M System Office. Allocation entries are posted to correct the 'function' of expense (e.g. instruction, research, institutional support, etc.).

Currently, all members of the A&M System post year-end entries into FAMIS. The A&M System would want to analyze whether these entries would be recommended to be posted in the new Solution or continue to be posted in FAMIS, Colleague, or Masterpiece.

The Solution must provide tools and processes to perform the necessary elimination, reclassification, and allocation entries.

### **3.6.6 Reconciliation**

The Solution should provide features and assistance in various validation steps and reconciliations required for the AFR. For example, the Solution should provide the validation of all inter-system member due-to and due-from and transfer balances.

### **3.6.7 Consolidation**

The A&M System must produce a report consolidating activity from all members of the A&M System. The Solution should manage and support the creation of all elimination and consolidation entries, with all appropriate audit trails, documentation, and controls. To the extent possible, the Solution should provide tools to help generate the required elimination entries.

The Solution will need to be able to map to three different chart of accounts (FAMIS, Ellucian Colleague, and Infor Masterpiece FMS), and maintain the mapping as new accounting standards will require the addition of new accounts and object codes.

The Solution will need to be able to provide the ability to 'lock' a member of the A&M System from posting additional entries, so the AFR can be reviewed and finalized.

The Solution will need the ability to capture footnote data and store information in a dynamic format to ensure it can be consolidated in a more automated fashion.

Documentation for the Solution will be required to help ensure the A&M System can operationalize and update the reporting.

The Solution must be able to issue statements at the fund level (e.g. Educational & General, Designated, etc.) and at the single column level, which is required for publication.

### **3.6.8 Close Management and Workflow**

The complex and broad scope of the A&M System means the coordination and steps required to produce the AFR is a major endeavor.

The RESPONDENT should disclose the features and tools available in the Solution to manage and coordinate the annual financial close activities. Potential features should include:

- Ability to easily view, via reports or dashboards, progress of all close activities and levels of completion.
- Ability to have multiple levels of review and approval before data is considered final.
- Ability to have some close activities be centralized (e.g. centralized general ledger import) while still having others be at a lower level (e.g. completion of bank reconciliations).
- Ability to track dependencies among tasks, and to prevent tasks from being marked as complete if dependencies are still outstanding.
- Ability to track completion of tasks outside of the application, such as closing of subledgers.
- Ability to automate completion of tasks when completed within the application, such as loading of ledger data.

### **3.6.9 A&M System Member Access and Delegation**

In addition to the consolidated, A&M System-wide AFR report and process, the Solution is expected to empower and assist each member of the A&M System with the creation of each individual statutory report. Examples of the combined and individual reports for the fiscal year end August 31, 2019 are available online at the following link: [A&M System Annual reports 2019](#)

Capabilities of the Solution should include:

- Ability for each member of the A&M System to have additional levels of detail in their data that may not be applicable to the entire A&M System.
- Ability for members of the A&M System to be able to create A&M System member level reports based on their metadata, as well as leveraging the central standardized metadata.
- Ability to provide and limit access and authorization to employees at the individual A&M System member level. For example, financial analysts and accountants at Texas A&M University-Kingsville must be able to do work on their books and reports, without having to be granted access to other the books and reports of the other members of the A&M System.

### **3.6.10 Quarterly Reports**

While the emphasis in this RFP has focused on the creation of the AFR, the A&M System would like to

produce quarterly versions of many of these reports to provide important trending data to executives, board members, and other stakeholders at each member of the A&M System.

### **3.6.11 Integrations with Financial Forecasting Software**

In the second phase following the Solution implementation, the A&M System expects to move forward with a project to upgrade and replace its financial forecasting software (i.e. IFFM).

The forecasting module will need to be supplied with data from the new AFR Solution.

## **3.7 Institutional Financial Forecasting Requirements**

### **3.7.1 Current IFFM Will Serve as Requirements Base**

The features and capabilities of the current IFFM implemented at the A&M System Office will provide the base of requirements for the new forecasting software. As discussed earlier, multiple enhancements to this implementation are required. These requirements are outlined below:

- The forecasting software must produce the Composite Financial Index (CFI) for each member of the A&M System and a combined CFI for all academics, agencies, and A&M System wide.
- The forecasting software should extend at least ten years in the future.
- The forecasting software must produce financial statements in similar format as developed in the new AFR Solution.
- The forecasting software must have the ability to drill down to the assumptions made for that line item (e.g. growth rates, constant growth amounts, etc.).
- The forecasting software must have the ability to run separate and/or combined scenarios assumptions. For example, the State of Texas appropriations may decrease by 5%, while reducing or increasing enrollment for incoming freshman.
- The forecasting software should include capital project impact estimation, including auxiliary unit impacts of room and board occupancy rates along with the impact on building new residence halls and estimating related revenue and expense streams.

Forecasting capability should also include:

- Ability to set revenue and expense drivers at both a global (A&M System wide) and A&M System member level.
- Ability to have revenue and expense modeling vary by A&M System member, account or other dimension.
- Ability to have members of the A&M System administer and maintain their individual forecasting modeling without impacting other A&M System members.
- Ability to derive a budgeted and forecasted cash flow statement from planned revenue and expense drivers without reliance on financial model logic of cash flow.
- Ability to plan and forecast by fund and/or department, as opposed to legal entity.
- Ability to report on and analyze variances between data sets and trending of variances, as well as the ability to collect and report on variance explanations/commentary.

### **3.7.2 Data Sourced from AFR Implementation and Other Sources**

Financial data used and leveraged by the IFFM must be sourced as an output from the first phase of this project – the development of the Annual Financial Report for each member of the A&M System.

In addition, the forecasting software will need to use position and average salary data for faculty and staff from the A&M System Workday HCM. This data may come directly from Workday HCM or through the A&M System's Data Warehouse which is integrated with Workday HCM.

### 3.7.3 Improvements to Tuition Revenue Forecasting

The IFFM must be able to support complex and detailed revenue forecasting. This should include:

- Student Cohort and year of entry
- Student Major
- State of Texas formula funding
- Designated tuition and course-based fees
- Student designation of being either on the fixed tuition rate or the variable rate
- Differential tuition and program fees will need to be set at the program level with student enrollment in those programs

### 3.7.4 What if Analysis

The IFFM must provide the ability to adjust assumptions and data points in the model in order to recalculate forecasts based on adjusted assumptions. As mentioned above, the scenarios must have the flexibility of having multiple assumptions and combining assumptions as well as establishing a base case scenario across the A&M System.

## 3.8 Technology and Integrations

### 3.8.1 Technology, Integrations and Security

The RESPONDENT should describe their approach to integrations to include:

- Protocols, data, and file formats supported for data integrations
- Possible frequencies for integrations and how scheduling is performed
- Ways data from the Solution can be exported outbound, perhaps back to the A&M System Data Warehouse or back to the originating system of record

The RESPONDENT should describe the underlying technology to include:

- The underlying technology stack and the required hosting or on premise requirements
- Openness and availability of the data and functions of the Solution via API or other direct access methods
- Storage, capacity, or compute limits that come with the proposed Solution

While some of the items below may be relevant primarily to software delivered via a SaaS model, the RESPONDENT should describe their approach to securing, encrypting, and protecting data of the A&M System:

- Describe how data is encrypted in transit and at rest by the Solution
- Describe if and how application data is encrypted between application tiers
- Describe if the Solution is hosted as a single tenant or multi-tenant
- Describe the Solutions backup, restore, and Disaster Recovery (DR) procedures
- Describe the Recovery Point Objective (RPO) and Recovery Time Objective (RTO) for the Solution
- Provide any relevant recent Security Operations Center (SOC) audits or results from third party penetration tests
- Describe your security auditing capabilities for users and application activity

### 3.8.2 User Interface and Authentication

The Solution must provide a web-based user interface with authentication provided via a Security Assertion Markup Language (SAML) 2.0 logon.

The Solution may also provide a rich interface click once application that communicates with the server

via HTTPS.

### **3.8.3 Access Controls and Authorization**

The Solution must allow for the ability to provide and limit access and authorization to employees at the individual A&M System member level. For example, Financial Analysts and Accountants at Texas A&M-Kingsville must be able to access their data and tasks, without having to be granted access to other members of the A&M System.

Ideally access could be controlled down to the department or college level within a member of the A&M System.

### **3.8.4 On-premise, Hosted, or SaaS**

The RESPONDENT should describe and summarize their options for software delivery and support. The RESPONDENT should include the following in their response:

- Describe if the Solution is available as SaaS, a hosted application, or if it can be run on premise
- Describe the process for software version updates and all supported delivery models

## 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)
- D. Annual Sales Volume: \_\_\_\_\_(company wide)
- E. State that you will provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis) which indicates the financial stability of your company, if requested by the A&M System.
- F. 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.
- G. 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.
- H. 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 Solution can address the needs and requirements of the A&M System as described in *SECTION 3 – SOLUTION REQUIREMENTS AND SCOPE OF WORK*.

In responding to these requirements RESPONDENT:

- Must provide narrative in response to the requirements described in each sub-section of Section 3 addressing all requirements
- May provide product and solution 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 Solution

### 4.3 Demonstration Plan

RESPONDENT shall provide a high-level demonstration plan that will allow the A&M System to see the proposed Solution and its ability to meet the requirement of the A&M System. The A&M System expects to schedule Solution demonstrations with a short list of RESPONDENTS.

### 4.4 Proof of Concept

RESPONDENT shall discuss the terms and possibility of engaging in a proof of concept (POC) with the A&M System prior to the execution of any resultant final agreement.

### 4.5 Implementation Approach

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

- Does the RESPONDENT have authorized third-party implementation partners, or will the RESPONDENT provide the implementation services?



- Provide a high-level estimate of the size, scope, and time for an A&M System implementation
- Describe key technical resources or talent that the RESPONDENT may assign to an A&M System implementation
- Describe any planned use of sub-contractors

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

RESPONDENT shall provide a response to the following items:

- A. Provide an overview of RESPONDENT'S software licensing model on which costs have been based (i.e. number of users, institution size, and data capacity). Exact number users of the Solution is to be determined, but the RESPONDENT should provide estimates based on a user count of 100 named users.
- B. Describe the proposed maintenance and support plan, including general service-level commitments offered under RESPONDENT'S support agreement.
- 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 4.8).

#### **4.7 Vendor Qualifications**

RESPONDENT shall provide a response to the following items:

- A. RESPONDENT must furnish at least five references from clients from the past three years for a software solution similar in scope, size, and complexity to the Solution described in this RFP. If possible, the A&M System requests that three 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 software solution provided
- B. Has RESPONDENT worked with the A&M System 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.
  - If no, provide as a reference within sub-section 4.7 (A) above, indicating whether RESPONDENT'S proposed Solution has been deployed in production at an institution of Higher Education or at an organization of similar size and complexity as the A&M System. Provide a list of those institutions/organizations (no more than 5).
- C. Describe RESPONDENT'S core product and service lines, and any optional services RESPONDENT offered.

#### **4.8 Pricing Proposal**

RESPONDENT shall provide a pricing proposal for the Solution offered to include the following items as applicable. Note that pricing shall be based on utilization by all members of the A&M System as listed within Section 1.2.

- A. Provide tiered pricing based on the proposed and all available license models
- B. Provide all one-time costs associated with implementation of the Solution, including implementation professional services

- C. Describe all discounts that may be available to the A&M System, including, educational, federal, state and local discounts.
- D. Describe ongoing subscription, support and maintenance costs that will be assessed in the first year and all subsequent years of the agreement
- E. Provide terms of payment for the Solution

#### 4.9 Accessibility

Electronic and Information Resources (EIR) accessibility requirements and technical standards from Texas Administrative Code, Title 1, Chapter 206 and Chapter 213 have been determined to apply to this RFP. RESPONDENT 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).

If determined to be applicable by TAMUS, Vendor shall address all required technical standards (WCAG 2.0, Level AA) (the "Accessibility Standards") by providing a Voluntary Product Accessibility Template ("VPAT") attesting to the accessible features and capabilities of any electronic and information resources (as defined in Title 1, Chapter 213 of the Texas Administrative Code) and associated documentation and technical support (collectively, the "EIR") or provide a similarly-formatted document as the VPAT attesting to the EIR's accessible features and capabilities. TAMUS may test the EIR to ensure the accuracy of the VPAT response regarding conformance with the Accessibility Standards. If Vendor should have known, becomes aware, or is notified that the EIR do not comply with the Accessibility Standards, Vendor shall, in a timely manner and at no cost to TAMUS, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, replacement, or upgrading the EIR, or providing a suitable substitute.

#### 4.10 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.

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

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

**The HUB participation goal for this RFP is 11% for Other Services 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.**

Complete the HSP as found at <https://www.tamus.edu/business/hub-procurement/hub-programs-3/> and submit it with the RFP response. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the RESPONDENT will show those vendors as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the RESPONDENT will be expected to make a

good faith effort according to the HSP instructions. Don't forget to include any backup documentation and sign the HSP form.

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

## SECTION 5 - GENERAL TERMS AND CONDITIONS

- A. 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. 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 any resultant agreement.
- R. 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.

S. 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.

T. 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'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.

U. 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.

- V. **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.

### **Coverage**

### **Limit**

#### 1. **Worker's Compensation**

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

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

#### 2. **Automobile Liability**

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

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

#### **Commercial General Liability**

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

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

#### **Additional Endorsements**

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

3. RESPONDENT will deliver to A&M System:

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

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

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

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

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

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

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

- W. **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.
- X. **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.



- Y. 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.
- Z. RESPONDENT shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M System.
- AA. 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).
- BB. 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.
- CC. 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.
- DD. 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.
- EE. 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.
- FF. 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.

- GG. 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.
- HH. 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.
- II. 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.
- JJ. 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.
- KK. 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.

**EXHIBIT A  
EXECUTION OF OFFER**

**RFP01 CIO-21-103**

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

**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.**