



# THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

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**REQUEST FOR PROPOSAL**  
**RFP Number: RFP01 CRO-19-055**  
**Research Compliance Software**

**PROPOSAL MUST BE RECEIVED PRIOR TO:**  
**2:00 P.M. Central time (CDT) on August 29, 2019**

**MAIL, HAND DELIVER, AND/OR**  
**EXPRESS MAIL PROPOSAL TO:**

**EMAIL RFP RESPONSES TO:**  
**[soprocurement@tamus.edu](mailto:soprocurement@tamus.edu)**  
**SUBJECT LINE: RFP01 CRO-19-055**  
**Attn: Jeff Zimmermann**

Show RFP Number, Opening Date and Time on Return Envelope

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

Pursuant to the Provisions of Texas Government Code Title 10, Chapter 2156.121-2156.127, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of RESPONDENTS will be made public.

**REFER INQUIRIES TO:**  
Jeff Zimmermann, Director  
The Texas A&M University System  
Office of HUB & Procurement Programs  
Email: [soprocurement@tamus.edu](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 2.8 for more information regarding confidential and proprietary information.

**TABLE OF CONTENTS**

SECTION 1.	INTRODUCTION .....	3
1.1	Scope .....	3
1.2	Background .....	3
1.3	Priorities/Expectations .....	3
1.4	Performance Period .....	3
SECTION 2.	INSTRUCTIONS FOR RESPONDENTS .....	4
2.1	General Information .....	4
2.2	Calendar of Events .....	4
2.3	Examination of the Request for Proposal .....	5
2.4	Submittal Instructions .....	5
2.5	Proposal Components .....	5
2.6	Inquiries and Interpretations .....	5
2.7	Selection Process .....	6
2.8	Public Information Act .....	7
SECTION 3.	SCOPE OF WORK .....	8
3.1	General .....	8
3.2	Technology and Architecture .....	8
3.3	Process for Change Management and Implementation .....	9
3.4	General Support and Costs .....	10
3.5	Updates, Data Retention, Bug Fixes .....	11
3.6	Workflow .....	11
3.7	Protocol Forms .....	12
3.8	Reviewer Comments .....	14
3.9	Document Versioning .....	15
3.10	Notifications and Approvals .....	15
3.11	Committee/Board Members .....	16
3.12	Committee Meetings .....	17
3.13	Audit .....	19
3.14	Facility Management .....	19
3.15	Reporting .....	20
SECTION 4.	PROPOSAL RESPONSE .....	21
4.1	Company Profile .....	21
4.2	Technical Proposal .....	21
4.3	References .....	21
4.4	Pricing .....	21
4.5	Accessibility .....	22
4.6	HUB Subcontracting Plan .....	23
SECTION 5.	GENERAL TERMS AND CONDITIONS .....	24
Exhibit A – Execution of Offer .....		31
Exhibit B – Non-Collusion Affidavit .....		33

## SECTION 1 - INTRODUCTION

### 1.1 Scope

The Texas A&M University System ("A&M System") has a need to implement a research compliance software system ("Solution") and is seeking proposals to select RESPONDENTS to provide the Solution as described in Section 3.

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

### 1.2 Background

The A&M System is one of the largest systems of higher education in the nation, with a budget of \$4.7 billion. Through a statewide network of 11 universities and eight state agencies ("Members"), the A&M System educates more than 153,000 students and makes more than 22 million additional educational contacts through service and outreach programs each year. System-wide, research and development expenditures exceeded \$996 million in FY 2017 and helped drive the state's economy. More information about the A&M System and all of its members can be found at <http://www.tamug.edu/about/>.

### 1.3 Priorities/Expectations

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

- (a) *Ensuring a Quality Level of Service.* This priority encompasses the quality of the level of service that can be provided to all A&M System customers in a timely, cost effective manner. A&M System is seeking a RESPONDENT that will ensure the provision of such quality in its delivery of service through proven training techniques and established metrics.
- (b) *Level of Experience and Expertise.* RESPONDENT must demonstrate its capabilities in providing the utmost level of experience and expertise to ensure a successful solution as determined by A&M System. RESPONDENT shall provide information describing the RESPONDENT'S managed services and project execution experience, including the experience of the resources, account managers, and other key personnel on similar engagements, including past experience within The Texas A&M University System.
- (c) *Delivery Efficiency as it Relates to Total Costs.* RESPONDENT must demonstrate its ability to deliver the required solution in a cost-effective and timely manner while not sacrificing the quality required by a Tier I research System.
- (d) *Financial Stability.* RESPONDENT must demonstrate its financial stability and capabilities in providing the required solution.

### 1.4 Performance Period

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

## SECTION 2 – INSTRUCTIONS FOR RESPONDENTS

### 2.1 General Information

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

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

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

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

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

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

All technical questions concerning this RFP are to be directed, in writing, to Jeff Zimmermann, Director, Procurement and Business Services to [soprocurement@tamu.edu](mailto:soprocurement@tamu.edu). RESPONDENT may not contact other individuals at A&M System to discuss any aspect of this RFP, unless expressly authorized by the Procurement Office to do so. Questions regarding the RFP, including questions for more data or information beyond that included in this RFP and any attachment, should be presented in writing. **Deadline for submission of questions is by 5:00 p.m. CDT August 7, 2019.** A&M System will publish all questions with responses according to the schedule in Section 2.2.

### 2.2 Calendar of Events \*

Activity	Date
Release of Request for Proposal	July 29, 2019
Deadline to Submit Questions	August 7, 2019
Release of Addendum (if applicable)	August 12, 2019
Responses Due	<b>August 29, 2019 by 2:00 p.m. CDT</b>
Evaluation of Proposals	TBD
Selection of Respondent	TBD

\* A&M System will make every effort to adhere to the above schedule. The schedule, however, is subject to change. This may be in the event that further clarification of responses or terms of contract are in the best

interest of A&M System and/or in the event A&M System requires more time to assure that the selection of the RESPONDENT is in accordance with its policies, rules and regulations, as well as actual timing needs.

### 2.3 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."

### 2.4 Submittal Instructions

All proposals must be received by the A&M System, no later than **2:00 p.m. CDT, August 29, 2019** electronically via email to [soprocurement@tamus.edu](mailto:soprocurement@tamus.edu) with the subject line of "**RFP01 CRO-19-055 – Research Compliance Software**". The sent time indicated within the A&M System email server shall be used for the receipt and acceptance of the response. Late proposals will not be considered under any circumstances.

Submittal File Format: Electronic file shall be saved, as a single file, in Adobe Portable Document Format (PDF) and named "**company name – RFP01 CRO-19-055**".

### 2.5 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. Cover Letter to include a brief introduction with interest and capability of the Respondent.
- II. Table of Contents
- III. Section 4, to include the Company Profile, Technical Proposal, Pricing, References, Accessibility and HUB Subcontracting Plan.
- IV. Signed Execution of Offer (Exhibit A)
- V. Non-Collusion Affidavit (Exhibit B) – signed and notarized

**RESPONDENT shall provide one (1) electronic copy of the complete RFP response as specified above.**

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

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.

### 2.6 Inquiries and Interpretations

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

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

All such addenda/amendments issued by the A&M System prior to the time that proposals are received shall be considered part of the RFP, and the RESPONDENT shall consider and acknowledge receipt of such in their proposal.

Only those A&M System replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

## **2.7 Selection Process**

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

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

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

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

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

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

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

A&M System reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to

accept the offer considered most advantageous, and/or to make the award to the most responsive RESPONDENT.

## **2.8 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 this agreement and the RESPONDENT agrees that the agreement can be terminated if the RESPONDENT knowingly or intentionally fails to comply with a requirement of that subchapter.

## SECTION 3 – SCOPE OF WORK

### 3.1 General

The research compliance software system (Solution) offered **must** meet the requirements stated in each section below (3.2 – 3.15). Each section contains Required Deliverables of the Solution as well as items and questions that each RESPONDENT shall address for the Proposal Response.

### 3.2 Technology and Architecture

#### Required Deliverables:

- Vendor/cloud hosted and maintained
- Timely and seamless software updates
- Robust cybersecurity
- Robust data integrity and disaster recovery
- Works with a wide variety of computer system software, devices, and browsers.
- Integration with A&M System federated identity (SSO)
- Role based assignment of access for uses
- Hierarchical assignment of access control
- Ability to integrate with 3<sup>rd</sup> party systems (e.g. CITI, Maestro, OHP program, TrainTraq etc.)
- Ability of administrators to customize appearance

#### Proposal Response:

- a. Please describe where and how the Solution will be hosted and maintained. Did your system have any unplanned outages in the last three years that lasted longer than 10 minutes? If so, please describe including any impact to your customers.
- b. Please provide the number of minor and major software updates provided during calendar year 2018. When was your software updated to fully address the revised common rule? Describe how updates are accomplished to minimize impact to users.
- c. Please describe how data and information on the hosted site is protected and how you prevent, detect, and respond to cyberattacks. Have you had any successful cyberattacks in the last five years? If so please describe the events, how you responded and what impact there was on your customers.
- d. Please describe how data is protected and how data may be recovered in the event of a failure of the hosting site and/or internet connection.
- e. Please describe the ability to integrate with the A&M System SSO. Please describe your ability to support:
  - i. CAS:[http://it.tamu.edu/Accounts\\_and\\_ID\\_Management/Authentication\\_Authorization/Central\\_Authentication\\_Service/Service\\_Details.php](http://it.tamu.edu/Accounts_and_ID_Management/Authentication_Authorization/Central_Authentication_Service/Service_Details.php)
  - ii. Shibboleth:  
[http://it.tamu.edu/Accounts\\_and\\_ID\\_Management/Authentication\\_Authorization/Shibboleth/index.php](http://it.tamu.edu/Accounts_and_ID_Management/Authentication_Authorization/Shibboleth/index.php)
  - iii. Ability to either enroll for access to the system, or be able to connect to the system with prior provisioned accounts based on CAS/Shibboleth credential attributes.
  - iv. Ability to simultaneously support local as well as CAS/Shibboleth accounts where local accounts may be used for testing purposes.
  - v. Ability to provision admin ability to accounts provisioned from CAS/Shibboleth.
  - vi. Appropriate role based authorization which is restrictive to both visibility and functionality.
  - vii. Ability to create custom authorization/role base groups without relying on identity attributes that are delivered from CAS/Shibboleth or any other directory service attribute such as Active Directory/LDAP groups. Meaning group or role assignments are made strictly within the system.
- f. Please describe pre-defined role-based user categories such as investigators, managers, administrators, and committee members as well as what rights can be automatically controlled based on role. Can rights be



modified on a cases-by-case bases by the appropriate authority?

- g. Describe how access is granted and controlled starting with the highest level – the A&M System Office of Research Compliance (ORC) to individual universities to their staff and investigators. Can user access rights be set by default to ensure no user at one university can access or view any data at another university without high level (ORC) approval? If not, describe what cannot be restricted from being accessed or viewed by someone outside the university (other than ORC).
- h. Please describe how you integrate with the following standards, protocols, and providers.
  - i. CITI (ability to track training status for all research personnel, send expiration reminders, display easily for real-time feedback of incomplete training, and flag for IRB reviewers as a stipulation for incomplete training)
  - ii. Local training (ability to add user defined training requirements and track expiration)
  - iii. TrainTraq (internal training management system)
  - iv. Maestro (pre/post award system)
  - v. Workday (Human Resource System and Organizational structure)
  - vi. Occupational Health Program (OHP) integration for IBC/IACUC (ability to collect and report on OHP enrollment when personnel/student are added to submission, send expiration reminders and flag for reviewers as a stipulation for incomplete OHP enrollment)
  - vii. Single sign-on for users and passwords
  - viii. Dual Factor authentication for mobile devices
- i. Please describe additional costs associated with request to integrate with other systems.
- j. Please describe the level of customization that can be done by the administrators and how it is accomplished?
  - i. This might include colors, logos, fonts, CSS, lists of available tools, names of tools, placement of tools, and messaging from tools.
  - ii. Can a researcher set a color scheme or font size for themselves?
  - iii. Can researchers change the wording of push notifications and SMS messages?
  - iv. Is there a “preferred name” option for users if they prefer not to go by their legal name?

### 3.3 Process for Change Management and Implementation

#### Proposal Response:

- a. Describe the experiences you have had importing materials and activities into your system. Please include the following items in your answer:
  - i. Problems you have encountered with currently approved protocols
  - ii. Problems you encountered with importing the organizational structure (Example: relating PIs to department)
  - iii. Problems encountered with importing sponsor list
- b. What level of technical support do you provide for implementation?
- c. What type of documentation do you have to support implementation?
- d. How long does an implementation typically take from the time the client delivers design documents to having an environment available for user testing?
- e. How long does an implementation typically take from user testing to a go-live date?
- f. Go-live user training
  - i. Do you provide on-site user training prior to go-live? If yes, is there an additional cost associates with the training? Is the scope a train-the-trainer or is this training open to all users in the community?
  - ii. Do you provide online user training prior to go-live? If yes, is there an additional cost associates with the training? Is the scope a train-the-trainer or is this training open to all users in the community?
  - iii. Do you provide read-made user training manuals? If yes, is there an additional cost to the development of a training manual?
  - iv. Describe the post-live training and costs associated with post-live training options?

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

### 3.4 General Support and Costs

#### Proposal Response:

- a. Discuss the general support, including technical and customer service support, you provide to users.
  - i. Is your support 24/7 or extended weekdays?
    - a. Do you offer support to all researchers or only administrators? What level(s) of support?
    - b. Is there a limit to the number of people that can open tickets? What opportunities for training are provided?
  - ii. What type of online communities and forums are available for institutions?
  - iii. Do you offer self-help materials in the form of text, images, and captioned videos? Are these connected to each tool in the system from within the system? If roles and permissions have been tweaked by clients then are the help materials aware of this and adjust accordingly?
  - iv. Are your support technicians domestic or outside of the United States?
- b. If the support has been outsourced to a 3rd party, please specify.
- c. If there is an additional cost for your system to provide different levels of support, then please specify in the cost criteria for:
  - i. Technical support
  - ii. Customer service support
  - iii. Upgrades
- d. Please describe the help desk response time or provide a copy of your service level agreement for:
  - iv. Urgent tickets (Normal business operations cannot be completed or issues that result in multiple errors or inability to use or access the system). Examples include: service down, network down, database down, application down, unable to complete or submit or reviewers/staff members unable to access or process submissions.
  - v. High tickets. Examples include a form that does not move to the next section or save or is no able to be submitted or a widely used page taking exceeding excessive amount to load (> 10 seconds).
  - vi. Medium tickets. Examples include one user cannot submit a form, error when running reports, certain property not functioning as documented or expected.
  - vii. Low tickets (issues where single users can operate the system normally, but a definite problem is identified although with minimum impact to normal operations).
- e. Describe the pricing structure for additional out-of-scope services for:
  - i. Senior Developer
  - ii. Staff Developer
  - iii. Data Conversion Specialist
  - iv. IT Technical Support
  - v. Project Management
- f. Are maintenance fees and system updates/bug fixes included in the monthly recurring costs? If no, please provide maintenance fee rates.
- g. Describe how your system meets the requirements for 21 CFR 11 compliance. Or if you are not 21 CFR 11 compliant, how do you deliver elements that allows for the institution to comply with regulations?
- h. Describe your process for disaster recovery. How often is the system backed up? Is there additional costs for disaster recovery requests?
- i. Billing
  - a. How are costs determined, i.e. by number of users, by number of active protocols, etc.?
  - b. Is invoicing done on a quarterly or annual basis?
  - c. In a multi-tenant environment describe how invoicing will be managed among clients using the same environment, i.e. will members be billed separately, or will one invoice be issued?

### 3.5 Updates, Data Retention, Bug Fixes

**Proposal Response:**

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

### 3.6 Workflow

**Required Deliverables:**

- Ability to customize workflow to current practices.
- Ability to easily visualize for investigators and staff where a submission is in the workflow and determine who is required to perform the next action to move the process along.
- Ability to track the number of submissions assigned to members/staff to quickly assess workload distribution.
- Ability to have flexibility in the staff/member assignments for tasks within the set workflow.
- Ability to override the set workflow to accommodate minor variation in the process. For example, a submission was assigned to staff A. Staff A is on unexpected leave. Can the manager force the system to reassign all of Staff A’s assigned protocols to Staff B?

**Proposal Response:**

- a. Please describe how workflow is initially setup. Describe how the workflow can be customizable with emphasis on what must be done by you versus what can be done by our staff. Describe how we would do

this. Can each institution have different workflow processes? Describe any cost involved to alter the workflow.

### 3.7 Protocol Forms

#### Required Deliverables:

- Allow electronic preparation of protocols including creation, editing, revision, renewal, and addition of attachments) using easy to use SmartForms (a dynamic electronic form with capabilities beyond a traditional paper or PDF form, allowing electronic completion, dynamic sections, database calls and electronic submissions).
  - Enhanced with branching logic and data validation
  - Enhanced SmartForm with helptext

#### Proposal Response:

Please describe the process to manage the submission review process. Include a review of the following items:

- a. Initial Review Submission Form
  - i. Easy to use SmartForm for researchers to submit their research studies to the IRB, IBC, and IACUC.
  - ii. Branching Logic.
    - 1. Describe how branching logic is enabled in the submission forms.
    - 2. Describe the ability to branch to different sections of the form based on previous answers.
    - 3. Describe the ability to set answers or validation later in the form based on previous answers in the form.
    - 4. Describe the ability to set answers/validation across submission form types
  - iii. Ability to enhance the SmartForm with helptext. Please describe how this is accomplished, i.e. through:
    - 1. Pop-up windows that hovers over words for small text
    - 2. Ability to link to outside websites
    - 3. Ability to link to internally created FAQs or other documents
  - iv. Ability to have validations on field questions, including:
    - 1. Ability to require certain fields to be required.
      - i. Ability to require certain fields based on previous answers. For example, if in a checkbox field the PI answers “other”, then a second question is required prompting the PI to explain.
      - ii. Describe how the PI is notified when they go to submit the form that required fields are missing, preventing the form to be submitted.
      - iii. Does the validation alert (above) take the PI to the exact required question that is preventing submission or does the PI have to go searching through the entire form to find the one missing question?
    - 2. Does the system have the ability to have selector fields for persons or sponsor names to prevent multiple entries through misspelling? For example, when prompted to enter the sponsor name a dropdown menu shows Pfizer to avoid having multiple Pfizer entries based on misspelling.
      - i. Describe how new data is entered to the table. For example, the PI tries to use the dropdown to enter Pfizer but Pfizer is not present in the table. How can the PI enter Pfizer to continue with the application?
      - ii. How is the free-text of Pfizer entered verified as appropriate and not misspelled by staff to allow future selection?
    - 3. Does the system have the ability to validate for the appropriate field type? For example, if the answer requires a number, how does the system verify a number and not text is entered?
    - 4. Ability to calculate data entered within multiple fields.
      - i. For example, the continuing review form Section 1.1, Question 2.0 asks PIs to enter current enrollment numbers. Can the system total number of subjects entered in previous questions

- and display automatically in field labeled “Total”?
- ii. Can validation occur across multiple form types? Example: In the initial SmartForm, the PI enters a maximum number of enrolled subjects to be 100. Then in the continuing review form the PI is prompted to enter the total number of enrollments to date. Can validation detect when the entered total number of enrolled in the continuing review is greater than the number approved in the initial SmartForm and alert to the protocol deviation?
- 5. Describe the process to have the PI “sign-off” on the application prior to submission.
- b. Manages continuing review and expirations
  - i. Describe the process to submit a continuing review.
  - ii. Describe the ability to track expiration dates and send auto reminders of upcoming expirations.
  - iii. Does the system have the capability to automatically move the protocol from active to expired when the study reaches the expiration date without a continuing review approval? Will the system automatically send a cease and desist notification upon expiration?
  - iv. Has the system been updated with the Revised Common Rule for IRB to allow different forms and workflows for continuing reviews and annual check-ins (for studies under the Revised Common Rule not requiring continuing reviews)?
- c. Manages amendment to submissions
  - i. Describe the ease of use for submitting an amendment SmartForm for researchers to submit changes.
  - ii. Describe the ability to separate personnel changes and allow for administrative review for other changes.
  - iii. Describe the ability to track document and SmartForm versions
  - iv. Does your system have the ability to compare originally approved and revised versions side-by-side for ease of review for amendments?
- d. Manages reportable events
  - i. Describe the ease of use for submitting reportable events.
- e. Workflow
  - i. Describe the process of receiving and assigning submitted protocols into the committee staff. Is the system a push (allows for auto assignment to staff when received) or pull (allows staff to see a submitted inbox and assign protocols to themselves) submission queue?
  - ii. Is there an ability to override the assignment by a manager with admin rights? For example, a submission was assigned to staff A. Staff A is on unexpected leave. Can the manager force the system to reassign all of Staff A’s assigned protocols to Staff B?
  - iii. Can the system have flexibility for the variant of office makeup among system members in assignment? For example, one system member may have office staff assign reviewers and route protocols, but another member may delegate the assignment and routing of protocols to the IRB chair. Describe how the system can accommodate the variety in role assignment.
  - iv. Workload distribution
    - a. Describe the ability to track the number of submissions assigned to each committee staff to facilitate even distribution in workload among staff.
    - b. Describe the ability to track easily the number of submissions assigned to each member to facilitate even distribution in workload among members.
  - v. Describe the ability for members to easily see what is pending for them to review and clearly find required action items both inside the system and through alerts in their Outlook email.
  - vi. Describe the process for committee members to fill out submission checklists.
  - vii. Will the SmartForm answers choose which checklist are applicable? For example, if the PI elects to enroll children, then the checklist for children is marked as required for members to fill out.
  - viii. IRB: What modifications are already built into the system’s workflow and functionality to accommodate Revised Common Rule Changes?
    - 1. Ability to track pre/post Common Rule studies
    - 2. Ability to perform annual check-ins for studies no longer requiring continuing review
    - 3. Ability to perform limited IRB review process

- 4. Updated exempt category selections
- ix. IACUC: DMR review process:
  - i. IACUC: Describe the process for requesting and documenting member agreement to review submissions by designated member review (DMR). 3-day/1-day DMR vote auto reminder. Members who do not respond within 5 business days has vote auto recorded for DMR. Record DMR votes within system in auditable fashion.
  - ii. If one person votes full board, then record review level as full board and assign to next available meeting agenda.
- x. Once the study is approved, does submission data set drive future workflows or data views? For example, the approval date sets continuing review or annual check-in reminders timing.
- xi. Does the system have the ability to mail merge submission information into reporting templates? For example, number of active studies for each fiscal year is reported into a canned system report yearly.
- f. Documents
  - i. Can the system attach one document across multiple protocols? For example, one facility inspection report may apply to multiple protocols. Or one reportable event may apply to multiple protocols. It would be ideal to be able to associate the one document across protocols rather than uploading the one document multiple times under each protocol number.
  - ii. Describe the document formats available to upload, i.e. Word, PDF, jpg, video files.
- g. International review
  - i. Can the system accommodate international regulatory requirements?
  - ii. If yes, what countries are you experienced with?
  - iii. In a multi-tenant environment, can this be accessible to some members but not required for all?

### 3.8 Reviewer Comments

#### Required Deliverables:

- Allow for electronic entry of reviewer comments
- Allow for electronic entry of reviewer checklist
- Easy to communicate back stipulations to the study team
- Easy for the study team to respond to the stipulations
- Collaborative review is allowed
- Ability to report on reviewer comments.

#### Proposal Response:

Please describe the process to manage reviewer comments. Include a review of the following items:

- a. Does the system allow for in-line reviewer comments (i.e., comments are made within application)?
- b. Is spell check available in your system's comment fields?
- c. Describe the ability to clearly view the PI responses and changes made in response to stipulations.
- d. Who has access to reviewer comments? Can the system have private comments (not viewable by study team) versus public comments (viewable by study team)?
- e. Does the system differentiate between staff comments versus member comments?
- f. Do member/staff comments mail merge into a meeting agenda or submission notifications (such as a changes requested letter)?
- g. Do changes requested letters sent to the PI have hyperlinks within in the notification to allow the PI to click and go right into the submission?
- h. Collaborative review: Can one reviewer view comments of another reviewer on the protocol to reduce reviewer redundancy when they agree on issues?
- i. Collaborative response: Can multiple members of the study team see and respond to the protocol stipulations?

- j. Will the system allow members to easily print out all reviewer comments and reviewer checklist?
- k. Audit trail: Describe the ability to track and report on reviewer comments. For example, can you build a report that shows all the reviewer comments submitted on a particular SmartForm question?

### 3.9 Document Versioning

#### Required Deliverables:

- Allow for automatic numbering of submissions
- Allow for version control of documents that is easy to follow protocol/document history

#### Proposal Response:

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

- a. Describe the protocol numbering system.
  - i. Are protocols automatically given an IRB, IBC, or IACUC number when they are created? Or is a submission submitted and the research committee staff must assign a number?
  - ii. If automatic, describe how numbers are generated. Example: Date created followed by a sequential number.
  - iii. Describe how being in a multi-tenant environment will impact protocol numbering. For example, if protocols are assigned automatically, do all members in the environment have to use the same numbering system?
- b. Describe how versioning of protocol documents works.
- c. Describe how versions of documents are easily viewable in an audit situation. For example, if the currently approved submission is on version 3, but an auditor wants to see what was approved at initial review.
- d. Describe the ability to display/mail merge the approved version documents in approval letters.
- e. If PI A submitted a protocol on SmartForm version 1 and a revision was made by the administrator to SmartForm version 2, what would happen to PI A's submission if:
  - i. PI A's submission was still in process and not yet approved when the SmartForm version 2 is published
  - ii. PI A's submission is in a final approved state when the SmartForm version 2 is published
- f. PI B wants to make a copy of an approved study to review and submit to the IRB. Can PI B use an existing approved protocol to make a protocol template to be used for future submissions?
- g. Describe the ability to create PDF packet for downloading all approved documents.
- h. IACUC: Describe how the de novo review process is managed, i.e. does the system assign a new IACUC number at 3-year renewal? Can the system keep audit history link the new study to the previous study?
- i. Data connectivity
  - i. Does the system allow for linking protocols between IRB/IBC/IACUC modules?
  - ii. If yes, does it allow for auto lookup of IRB/IACUC# in IRB/IACUC module to link the protocols across modules?

### 3.10 Notifications and Approvals

#### Required Deliverables:

- Allows for automatic notifications
- Allows for mail merge into drafted notifications
- Allows for stamping final forms; Stamps must not hinder copying the documents by covering any text of the document.
- Allows flexibility on a case-by-case basis to allow for chair versus staff letter sign-off.

#### Proposal Response:

Please describe the process to manage submission notifications and approvals. Include a review of the following

items:

- a. Final approval: Can you change within the system who must sign-off of certain letters? For example, Can you set the chair to sign a letter for a reportable event? Is this setting an all or nothing setting, i.e. if you set chair sign-off is not required for reportable event letters, then this is required for all letters? Is there the possibility to set a delegate for signatures, i.e., the Vice Chair can sign if the Chair is not available?
- b. Final approval: Can the system 'stamp' final approved documents like consent forms?
- c. Notifications
  - i. Can automatic notifications be sent based on the workflow? Example, an automatic receipt of notification is sent when the submission is submitted.
  - ii. Can automatic notifications be sent based on set time frames (60-days prior to expiration; 30 days after not receiving a response back)
  - iii. If yes, can the text of that notification change as time passes or can they automatically stop?
  - iv. In a multi-tenant environment, can different members have different timers set? Or do all members have to use the same timeframe for reminders?
  - v. Does the system allow for easy drafting of protocol notifications, such as approval letters, through mail merge features?
  - vi. If mail merge is a feature, can you still edit the letter after the information is merged?
  - vii. If editing the letters, can you use all formatting features (bold, highlight, underline, bulleting) that is normally available in Word?
  - viii. Will sent notifications from within the system be sent to the recipient's Outlook email?
  - ix. Is there the ability for users to add an additional email address to their profile to receive notifications and other communications to different email addresses?
  - x. Is there the ability for users to set the level of notifications they would like to receive?
  - xi. How does the system store all notifications sent to be available for audit?
- d. How does your system facilitate communication between each of the following roles?
  - i. Principal Investigator
  - ii. Lead Study Contact
  - iii. Research compliance staff
  - iv. Committee members
  - v. Ancillary reviewers (individuals outside the research administration offices that may need to be informed or provide information to the review process)
  - vi. Departmental administrators
- e. Data access.
  - i. Describe how role and access are set, i.e what level of access does each role have (e.g., read only, edit, delete).
  - ii. Does the system restrict data due to a person's role automatically? For example, if a committee member is also listed as a study team member, will the system restrict that person's role to only what a study team member should see?

### 3.11 Committee/Board Members

#### Required Deliverables:

- Ability to manage the committee rosters for IRB, IBC and IACUC.
- Manage membership assignment to various committees
- Manage member training files and other documents like CVs.
- Manage member training requirements and fulfillment
- Ability to report out committee rosters.

#### Proposal Response:



Please describe the process to managing board members. Include a review of the following items:

- a. Member onboarding
  - i. Describe the process to assign and remove members to the IRB, IBC, and IACUC.
  - ii. Ability to manage onboarding process by creating a profile and adding information until they get to “active” status.
  - iii. Members may be shared by committees. Is your system able to add one member to multiple committees?
  - iv. Describe the ability to add, edit information related to the individual member, i.e. name, address, fee, CV, expertise, training. Example: Board Member Module SmartForm.
  - v. Describe the ability to draft and route committee member appointment letters for IO sign-off. Is there any difficulty posed by having multiple system members in one environment?
- b. Member functionality
  - i. Describe the ability to indicate varying roles of members, such as Chair, that drives access and various functions in the system. For example, a member assigned as Chair will have access to suspend studies versus other member types.
  - ii. Describe the ability for having workflow validation based on member roles. For example, for staff to be able to assign an IRB member to an expedited review the member must be listed on the roster as an “experienced member.” Would your system be able to only limit the selectable IRB members when assign to only those IRB members who are designated on the roster as “experienced members”?
  - iii. Describe the ability to display and report out roster information at committee/sub-committee level.
  - iv. If able to integrate with single sign-on, please describe in detail how you manage the logins for non-affiliated persons. Does this require that community members are given a university account for login?
- c. Member removal
  - i. Describe the ability to remove members for the active committee roster and ability to archive and retrieve information related to their board service.
- d. Member Tracking
  - i. Does the system have the ability to perform member annual evaluations (maybe in concert with audit module)?
- e. Does the system have the ability to track CVs of members and provide reminders to update CVs?
- f. Does the system integrate with CITI and track board member training (CITI) and provides reminders to update training?
- g. Does the system integrate with the government websites to update roster information with government bodies?

### 3.12 Committee Meetings

#### Required Deliverables:

- Ability to easily document member attendance at the meeting for easy quorum checks
- Ability to easily display upcoming meetings for members and staff
- Mail merge of protocol information into meeting agendas
- Mail merge of agenda/protocol information into meeting minutes
- Ability to schedule and hold meetings at the same date and time

#### Proposal Response:

Please describe the process to managing committee meetings. Include a review of the following items:

##### Member Attendance

- a. Describe the ability to add, edit and delete meeting dates/times for the committee.
- b. Please describe in detail how you plan to manage multiple committees in a shared environment with multiple institutions.

- c. Meetings must be allowed to be held simultaneously, i.e. IRB and IBC meeting could be occurring at same date/time. Please describe if this is possible.
- d. Self-service option: Do you allow board members to record their own availability within the system?
- e. Can member availability data be used to validate member selection at meetings? Example: If member X is not available on Thursdays, then do not display Member X name to select for attending any Thursday meeting.
- f. Describe how alternate members are managed
- g. Describe how to cancel a meeting, even after agenda finalized and sent, and send cancellation notice.
- h. Display meeting dates and times in various views to members/staff in user-friendly way. For example:
  - Show all meetings
  - Filter and restrict by Univ
  - Filter by meeting date
  - Filter by meeting type (committee & sub-comm)
  - Filter by meeting status (upcoming, this week, completed)

#### Meeting Agendas

- a. How is meeting scheduling handled in your system?
- b. Protocol module auto populations agenda (i.e., Allow for the assignment of submissions to available meetings and auto displays the assigned submissions on the agenda)
- c. Ability for chair to assign reviewers and submissions to meetings
- d. Allow for agenda rules to be set and validate assignment of submissions, i.e. Rule = only X new protocols per agenda would not show meetings where the max # of new studies is already reached.
- e. Easy-to-view agenda and minutes dashboard for staff and members
- f. Send agenda for review and approval prior to finalization when 1) agenda max # are reached or 2) when set time line prior to meeting date is reached (i.e. agenda is to be sent X days prior to the meeting).
- g. Allow availability for chair review of agenda before sending out
- h. Notifications to assigned members sent upon finalization of the agenda **with links to materials** to review for meeting prep

#### Meeting Minutes

- a. Is there a default (pre-defined) format for meeting minutes?
  - a. If yes, please provide examples of IACUC/IBC/IRB minutes created using the default format
- b. Have easy-to-use method to record meeting attendance.
- c. Have ability to track during-meeting entry and exit of members.
- d. Add attendance default to those who confirmed attendance and delete those who don't attend.
- e. Differentiate attendance by voting/non-voting member in attendance
- f. Describe how alternate members are managed
- g. Have easy-to-use method to record meeting votes that populates minutes
- h. Meeting data reports back to submission modules
- i. Has process to review, approve, archive and send final minutes to needed parties, i.e. chair review of draft minutes
- j. Meeting minute audit (may be in audit module): use minute data to calculate or automate minutes audit where possible
- k. Manage minute template language (add, edit, delete template paragraphs). Pre-populate minutes with template language, i.e., If children, pre-pop language with Subpart D language; If COI of member; pre-pop with COI language
- l. Ability to easily visualize committee and meeting metrics – dashboards accessible based on roles

### 3.13 Audit

**Required Deliverables:**

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

**Proposal Response:**

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

- a. Ability to easily track the submission action during and after study closure
- b. Ability to add an outside person (auditor) and assign access to allow for remote auditing. Ability to display read-only submission materials, training files, board roster, minutes, etc. to secure folder for access by external auditors, i.e. create audit folder for FDA auditor to view and perform audit w/in system
- c. Does the system track risks related to the study to allow for a selection of protocols for internal audit based on risk or PI?
- d. Provide communication to parties regarding the scheduling, performance, and outcome of an audit
- e. Ability to record findings in audits
- f. Ability to add, edit, delete standard findings list.
- g. Ability to add, edit, delete standard corrective actions for findings in findings list
- h. Ability to add, edit, delete standard explanations and regulatory citations for findings in findings list
- i. Ability to add, edit and remove metrics to various places within operational processes, i.e., Set Minute Approval turnaround time at 2 weeks; then measure approval time against metric
- j. Ability to display in graphic form performance against defined metrics to QA team, leadership, managers, etc.
- k. Ability to generate program evaluation reports like AAHRPP report as canned report
- l. Ability to add, edit and remove risk assessment values, i.e., define risk increases when investigators lack training or studies involve high risk procedures.
- m. Ability to discount assigned risk factor with mitigation factors, i.e. risk factor = 5 for new investigator but discounted by 2 if training completed.
- n. Ability to display risk assessment and trending of risk factors for leadership, regulatory committee, etc.

### 3.14 Facility Management (IBC/IACUC) (Optional functionality)

**Required Deliverables:**

- Ability to track animal and biosafety facility data
- Ability to link facility information with IACUC/IBC protocols
- Ability to perform facility inspections

**Proposal Response:**

Please describe the process to managing animal and biosafety facilities. Include a review of the following items:

- a. Ability to track facilities, facility types and biosafety status
- b. Ability to label facilities, i.e. BSL-1, 2, 3
- c. Ability to label facilities, i.e. farm, vivarium, teaching lab, aquarium, dive locker, research lab, hatchery, special facilities, terrestrial animal housing
- d. Ability to link facility information to IBC/IACUC protocols and vice versa
- e. Ability to conduct facility inspections (inspection checklist loaded would depend on facility type)
- f. Ability to manage facility inspection status including:
  - i. Approval status (approved, pending, not approved)
  - ii. Inspection reports – when, who, results, deficiency reports
  - iii. Corrective action tracking

- iv. Ability to review aggregate data (e.g. all BL2 deficiencies found on inspection from last 3 years)
- g. Ability to track equipment within lab
- h. Ability to track responsible party (department, facility manager....)

### 3.15 Reporting

#### Required Deliverables:

- o Ability to have standing reports available
- o Ability to create custom, on the fly reporting
- o Ability to easily export data into multiple format types
- o Ability to easily show graphical depictions of standard reports

#### Proposal Response:

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

- a. Describe the types of analytics and reports your system provides including:
  - i. Time stamp verification on submissions and activities such as date submitted to date pre-review completed to date PI submits back changes to date member assigned and member returns the submission to approval.
  - ii. Reporting on list of active protocols
  - iii. Reporting on review times for each submission type
    - a. Ability to show the review time at each stage in the workflow by each actor
    - b. Ability to filter by Committee, reviewer, PI or department
  - iv. Ability to easily export data into a graph form
  - v. System log in history of a user
- b. Describe what pre-canned reports for commonly required data needs are available, i.e. Ability to report on initial review times.
- c. Can canned reports be sent to administrative contacts at set time intervals?
- d. Can canned reports be linked to the committee agendas/minutes? For example, the report for all expedited and limited IRB reviews conducted between the last and next meeting date report.
- e. Describe the process to create custom reports. Is there a report designer that is able to be managed at a staff level or does this require administrative access?
- f. Provide list of file formats that data can be exported as (i.e. SPSS, .csv, .xls, .pdf, etc.).
- g. Describe your company's learning analytics capabilities involving data mining and predictive analytics to support research compliance administration.

## SECTION 4 – PROPOSAL RESPONSE

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

### 4.1 Company Profile

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

4.1.2 Number of Years in Business

Number of Employees: \_\_\_\_\_ (company wide)

Annual Sales Volume: \_\_\_\_\_ (company wide)

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

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

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

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

### 4.2 Technical Proposal

RESPONDENT shall provide a response to the following items:

4.2.1 Provide a response to all items under the heading **Proposal Response** within sub-sections 3.2 through 3.15.

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

### 4.3 References

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

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

### 4.4 Pricing

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

1. Initial Implementation training or set-up fees including initial license fee

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

Please indicate how costs are determined: i.e. number of users, number of annual new protocols, or number of active protocols. Clearly define how protocol amendments and annual reviews would impact counting for purposes of pricing.

**Member Participation:** This pricing shall be based with the understanding of a maximum of ten (10) A&M System Members and a maximum of 10 of each modules (i.e. IACUC, IBC, IRB). If tiered pricing based on the number of Members and/or modules is applicable, please clearly indicate each level of pricing and how this would be determined. The Agreement must allow for growth from one member with one committee up to the maximum.

**Additional Members:** The A&M System reserves the right to request and negotiate for the addition of other A&M System Members beyond the ten referenced above to the Solution.

#### 4.5 Accessibility

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

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

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

EIR Category	Technical Accessibility Standards	Section 508 equivalent
Software Applications and Operating Systems	<a href="#">1 TAC §213.30</a>	36 CFR §1194.21
Websites	<a href="#">1 TAC §206.70</a> <a href="#">Web Content Accessibility Guidelines (WCAG) 2.0</a> , Level AA	36 CFR §1194.22
Telecommunications Products	<a href="#">1 TAC §213.31</a>	36 CFR §1194.23
Video and Multimedia Products	<a href="#">1 TAC §213.32</a>	36 CFR §1194.24

Self-Contained, Closed Products	<a href="#">1 TAC §213.33</a>	36 CFR §1194.25
Desktop and Portable Computers	<a href="#">1 TAC §213.34</a>	36 CFR §1194.26

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

#### 4.6 HUB Subcontracting Plan

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

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

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

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

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

For information regarding the HUB Subcontracting Plan requirements, please contact Keith Williams from the A&M System's HUB Program at (979) 458-3265 or [soprocurement@tamus.edu](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 the contract. 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 this contract, 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 the contract. 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 the contract with the RESPONDENT without penalty after a (30) days 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 the contract 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 the contract services is 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: A contract agreement, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing, and will contain all the covenants and agreements between the parties with respect to the subject matter of the contract agreement. Any amendment or modification to the contract 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 the contract agreement is by the courts held to be illegal or in conflict with any law of the State of Texas, the validity of the remaining portions or provisions shall be construed and enforced as if the contract 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 the contract. 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, the contract 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 the contracts 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. OWNERSHIP OF DOCUMENTS: Upon completion or termination of any contract agreement, all documents prepared by the RESPONDENT for the benefit of A&M System shall become the property of A&M System. At A&M System' 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.
- S. 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 contract resulting from this RFP. The RESPONDENT shall describe who will be, if any, subcontractor(s) for the contract. No subcontract, which the RESPONDENT entered into with respect to performance under this contract, shall in any way relieve the RESPONDENT of any responsibility for the performance of its duties under the terms of this contract. The RESPONDENT shall notify the agency in writing of any changes in subcontracting.

- T. 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.

**Insurance:**

**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.

**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. 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.

**4. 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.

- U. **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.
- V. **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.
- W. **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.
- X. RESPONDENT shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M System.
- Y. 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).

- Z. 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.

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

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

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

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

- BB. ACCEPTANCE OF SERVICES: All services performed under this 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.

- CC. 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.

- DD. 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.

- EE. 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.

- FF. CONFLICT OF INTEREST: By executing this 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 this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- GG. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, RESPONDENT certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. RESPONDENT acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- HH. 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 this Agreement may be terminated if this certification is or becomes inaccurate.
- II. 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 this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

**EXHIBIT A  
EXECUTION OF OFFER**

**RFP01 CRO-19-055**

**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 contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate; and,
- (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 this contract 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 \_\_\_\_\_, 2019.

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.**