THE TEXAS A&M UNIVERSITY SYSTEM
Office of HUB & Procurement Programs

REQUEST FOR PROPOSAL

IT GOVERNANCE FRAMEWORK

RFP NUMBER RFP01 CIO-15-003

PROPOSAL MUST BE RECEIVED BEFORE:
2:00 P.M. Central Time on May 29, 2015

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

The Texas A&M University System
System Office of HUB & Procurement Programs
301 Tarrow 3rd Floor, Suite 366
College Station, TX 77840
Attn: Jeff Zimmermann

Show RFP Number, Opening Date and Time on Response Envelope

NOTE: PROPOSAL must be time stamped at **The Texas A&M University System Office of 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. Prices and other proposal details will only be divulged after the contract is executed, if one is made.

REFER INQUIRIES TO:

Jeff Zimmermann, Director
The Texas A&M University System
HUB & Procurement Programs
email: jzimmermann@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. VENDORS responding to this proposal are cautioned not to include any proprietary information as part of their proposal unless such proprietary information is carefully identified as such in writing, and the SYSTEM accepts, in writing, the information as proprietary. Notwithstanding the foregoing, the SYSTEM is subject to the Texas Public Information Act.

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SECTION 1 – INTRODUCTION

1.1 SCOPE

The Texas A&M University System (TAMUS or A&M System) is seeking to enter into an agreement to develop a governance framework that can be used to create new IT governance structures at member universities and agencies, to include Texas A&M System Offices, Texas A&M Sponsored Research Services, Texas A&M Technology Commercialization, Texas A&M University (inclusive of the Texas A&M Health Science Center and Texas A&M at Galveston), Texas A&M AgriLife Extension Service, Texas A&M AgriLife Research, Texas A&M Engineering Experiment Station, Texas A&M Engineering Extension Service, Texas A&M Transportation Institute, Texas A&M Forest Service, Texas A&M Veterinary Medical Diagnostic Laboratory, Prairie View A&M University, Texas A&M University-Commerce, Tarleton State University, West Texas A&M University, Texas A&M University-Kingsville, Texas A&M University-Corpus Christi, Texas A&M International University, Texas A&M University-Texarkana, Texas A&M University-San Antonio, and Texas A&M University-Central Texas.

By submitting responses, each RESPONDENT 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 $3.8 billion. Through a statewide network of 11 universities, seven state agencies, two service units and a comprehensive health science center, the A&M System educates more than 131,000 students and makes more than 22 million additional educational contacts through service and outreach programs each year. Externally funded research expenditures exceed $820 million and help drive the state's economy.

Additional information about the history of The Texas A&M University System can be found at the following site; http://www.tamus.edu/about/history/ .

1.3 PRIORITIES/EXPECTATIONS

RESPONDENTS should note the following priorities/expectations with regard to the possibility of TAMUS 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 TAMUS in a timely, cost effective manner. TAMUS is seeking a RESPONDENT that will ensure the provision of such quality in its delivery of service through proven techniques and established metrics.

(b) *Level of Experience and Expertise*. RESPONDENT must demonstrate its capabilities in providing the utmost level of experience and expertise to ensure a successful project as determined by TAMUS.

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

(d) *Financial Stability*. RESPONDENT must demonstrate its financial stability and capabilities in providing the required services. At a minimum, the RESPONDENT shall provide the two most current audited financial statements.

1.4 PERFORMANCE PERIOD

Should TAMUS, 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 of the agreement by TAMUS and shall end upon successful completion of work.

SECTION 2- INSTRUCTION FOR RESPONDENTS

TAMUS is soliciting proposals from qualified firms, hereafter referred to as RESPONDENT(s) and/or VENDOR(s), who can implement a governance framework that can be used to create new IT governance structures at Member universities and agencies.

This RFP outlines requirements as specified in Section 3. Proposals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 180 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.

The RESPONDENT selected shall have an excellent track record for providing these services relative to the size and scope of TAMUS and shall agree to provide these services to TAMUS with a top priority commitment. 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, vendors 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 TAMUS. All supporting documentation and manuals submitted with this submittal will become the property of TAMUS unless otherwise requested by the RESPONDENT, in writing, at the time of submission, and agreed to, in writing, by TAMUS.

All technical questions concerning this RFP are to be directed, in writing, to Jeff Zimmermann via email at jzimmermann@tamus.edu. RESPONDENT may not contact other individuals at TAMUS to discuss any aspect of this RFP, unless expressly authorized by the A&M System Procurement Office to do so. Questions regarding the RFP, including questions for more data or information beyond that included in this RFP should be presented in writing. **Deadline for submission of questions is May 14, 2015.** TAMUS will publish questions submitted with responses according to the schedule in Section 2.1.

2.1 CALENDAR OF EVENTS *

Activity	Date
Release and Posting of RFP	May 7, 2015
Deadline to Submit Questions	May 14, 2015
Posting of Response to Questions	May 19, 2015
RFP Responses Due	May 29, 2015
Evaluation of Proposals	TBD
Selection of Respondent	TBD

TAMUS 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 TAMUS and/or in the event TAMUS 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.

2.2 EXAMINATION OF THE REQUEST FOR PROPOSAL

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

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

2.3 PROPOSAL SUBMISSION INSTRUCTIONS AND DELIVERY OF RFPS

All proposals must be received by TAMUS, no later than **2:00 p.m. Central Time, May 29, 2015,** in a sealed envelope or box marked **"RFP01 CIO-15-003."**

Proposals are to be submitted to:

MAIL, HAND DELIVER, AND /OR
EXPRESS MAIL PROPOSAL TO:
The Texas A&M University System
Office of HUB & Procurement Programs
301 Tarrow, 3rd Floor, Suite 366
College Station, TX 77840
Attn: Jeff Zimmermann

Late proposals will not be considered under any circumstances. Late proposals properly identified will be returned to RESPONDENT unopened.

Telephone and/or facsimile (Fax) proposals are not acceptable under any circumstances.

2.4 PROPOSAL COMPONENTS

The following documents and all responses from noted section(s) are to be returned as part of your proposal response. Failure to include these documents will be basis for response disqualification.

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B)
- ✓ HUB Subcontracting Plan (Only If Applicable, See Section 2.7)
- ✓ Response and Requirements per Section 3.3

RESPONDENT shall provide one (1) original copy, and four (4) electronic copies of the complete RFP response as specified above. Note: The electronic copies shall be combined in a single file.

All electronic copies must either be in Microsoft Office software or Adobe Portable Document Format (PDF). All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif and submitted on a CDROM or thumb drive. We prefer image files to already be inserted as part of a document such as a PDF. Individual image files on the electronic media must be clearly named and referenced in your proposal response.

Electronic proposals must indicate the RESPONDENT's company name, the RFP number and opening date.

NOTE: The original signature on the ONE (1) hard copy will serve as the official signature of record for all electronic copies. The proposal must be manually signed by a person with authority to bind the firm

under a contract.

Proposals are to be submitted as a booklet or in notebook form with appropriate indices. Each submittal should be prepared simply and economically, providing a straightforward concise description of the RESPONDENT's service, approach and ability to meet TAMUS' needs as stated in this RFP. Schedules and Exhibits must be clearly identified and defined.

2.5 INQUIRIES AND INTERPRETATIONS

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum/amendment before the due date and posted to the Electronic State Business Daily (ESBD). All such addenda/amendments issued by TAMUS 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 section A.1 of the Execution of Offer.

Only those inquiries replied to by TAMUS on a formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

2.6 SELECTION PROCESS

TAMUS will base its choice on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services; and if other considerations are equal, give preference to a respondent whose principal place of business is in the state or who will manage the contract wholly from an office in the state.

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 TAMUS, as well qualified and offering the greatest benefits, experience and value to TAMUS. TAMUS 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 TAMUS determine in its sole discretion that only one RESPONDENT is fully qualified, or that one vendor is clearly more qualified than the others under consideration, a contract may be negotiated and awarded to that RESPONDENT. The award document will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the RESPONDENT's proposal as negotiated.

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

The selection of the successful proposal may be made by TAMUS 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 TAMUS on the basis of negotiation with any of the RESPONDENTS. TAMUS 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, TAMUS 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.

TAMUS reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the proposal.

TAMUS reserves the right to accept or reject any, part or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous, award to multiple RESPONDENTs, or to

make the award to the most responsive RESPONDENT.

TAMUS reserves the right to select the most qualified RESPONDENTs to present their qualifications during an interview.

All proposals will be evaluated using a structured evaluation process. Each respondent's written proposal will be evaluated based on the extent to which the proposal meets all the requirements as set out in the RFP.

Emphasis will be placed on the following key criteria:

Scope Approach
Acceptance of terms of this RFP
Pricing approach, structure and levels
Delivery capability and experience
Clarity and quality of response documentation
Value added services and flexibility

2.7 HUB SUBCONTRACTING

It is the policy of 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 the A&M System's contracting and purchasing.

HUB Subcontracting Plan (Required if Subcontractors will be used to provide required services):

Subcontracting opportunities are NOT anticipated for this RFP and therefore a HUB Subcontracting Plan (HSP) is **NOT** required.

However, if a subcontractor will be used to provide any commodity or service as part of this scope, the Respondent WILL BE required to make a good faith effort and complete the state of Texas HSP. Complete the HSP as found at http://www.tamus.edu/business/facilities-planning-construction/forms-guidelines-wage-rates/ 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.

In the event that you determine you will be using a subcontractor, please contact Mr. Jeff Zimmermann from the A&M System's HUB Program at (979) 458-6410 or jzimmermann@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. Zimmermann.

SECTION 3 - SCOPE OF WORK & RESPONSE REQUIREMENTS

3.1 PROJECT INTRODUCTION

In response to a System-wide IT assessment and audit conducted by Deloitte Consulting LLP and recommendations of the Chancellor of The Texas A&M University System, the Chief Information Officer (CIO) of The Texas A&M University System ("TAMUS") has completed a preliminary overview for a new IT Governance structure across the System.

The objective of this RFP is to solicit proposals for the implementation of a governance framework that can be used to enhance IT governance structures at member universities and agencies.

TAMUS requires that the definition and implementation of the governance framework be divided into several phases, as outlined below.

Definition and Implementation of IT Governance:

Phase 1 – Finalize the TAMUS Governance Framework and Develop a Pilot and Rollout Strategy

Phase 2 – Pilot – Governance at System Office and subset of members (no more than 3 members in addition to the System Office)

Phase 3 – Rollout – Governance System-wide

In particular, TAMUS is requesting proposals from vendors who:

1) Have an Information Technology Strategy practice focusing on IT Governance and Performance
2) Possess a strategic technology practice,
3) Have established and/or overseen IT Governance structures in other institutions of higher education,
4) Possess robust methodologies in the IT Governance domain – including, but not limited to: Governance Structures, Processes, and Metrics,
5) Possess capabilities and tools which can be leveraged within, or for additional fees, an engagement to establish and oversee an IT Governance structure, and
6) Can potentially partner with other key TAMUS vendors to perform the Governance engagement.

3.2 PROJECT DESCRIPTION

3.2.1 Scope of Work & Overview

This Scope of Work contains common terms of governance, governance structures, capabilities and tools for governance, metrics, and a governance framework roll-out strategy.

The selected RESPONDENT will be responsible for reviewing the initial IT Governance model developed by the System, working with the IT Governance development team to finalize the governance framework and creating a strategy for implementing the IT Governance model at each member of The Texas A&M University System.

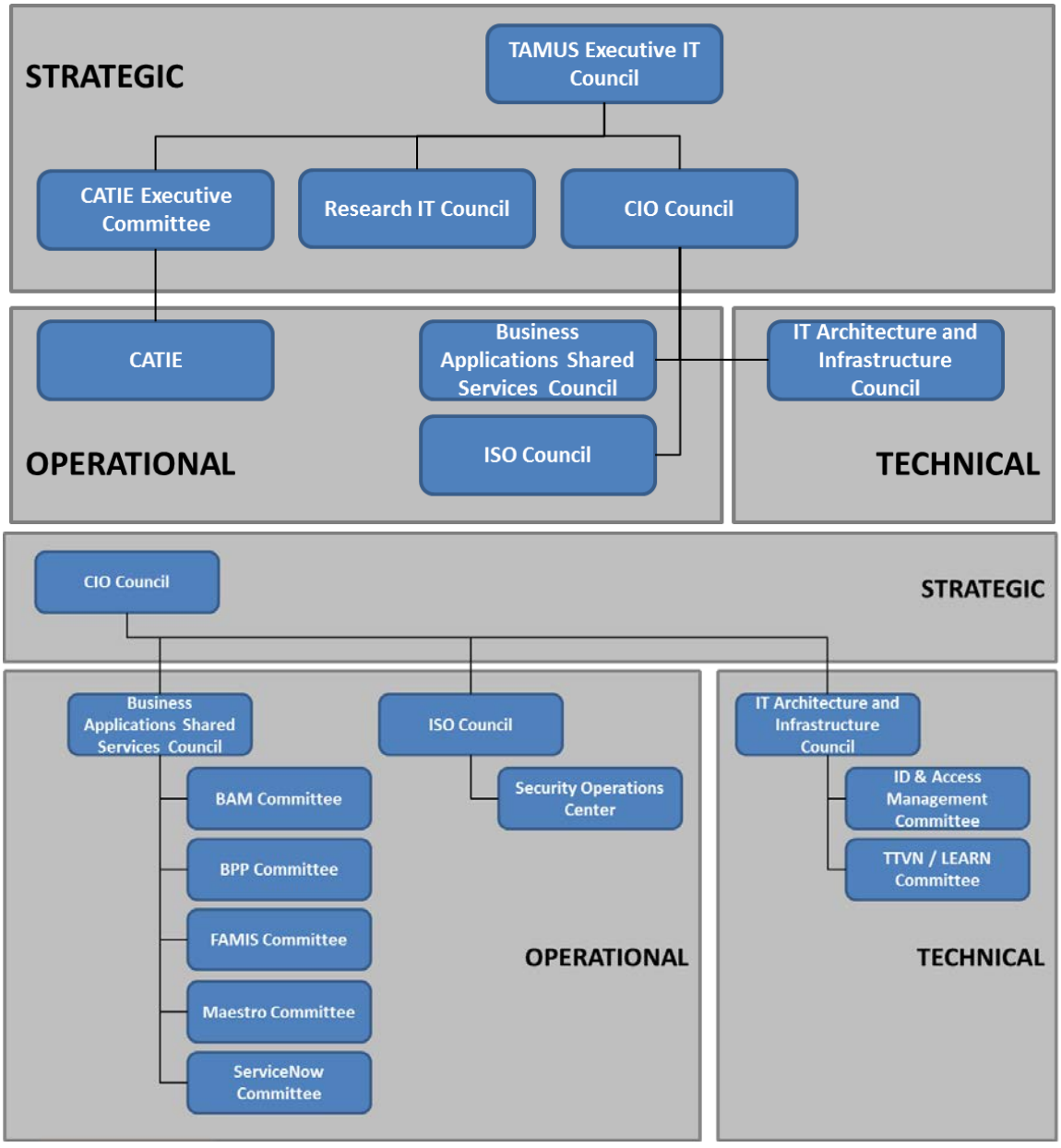
The development team is in the process of defining a new IT Governance framework with the following elements:

- Purpose
- Minimum roles needed
- Characteristics of projects that will be reviewed by System Governance
- Minimum information and metrics (i.e., project dashboard) that will be provided by projects
- Scope of decisions that will be made by each IT Governance Committee, including the process for prioritizing projects

- IT Governance Committee meeting timing and structure

Respondents should be familiar with the IT governance approach recommended by P. Weill and J Ross in *IT Governance: How Top Performers Manage IT Decision Rights for Superior Results* (Boston: Harvard Business School Press, 2004) to be able to integrate their recommendations with the new IT Governance framework being defined.

The new DRAFT IT governance framework for The Texas A&M University System is shown below in Figure 1:



CATIE = Texas A&M System Council for Academic Technology and Innovative Education

BAM = Buy A&M eProcurement system

BPP = HR/payroll system

FAMIS = accounting system

MAESTRO = research administration system

3.2.2 Assessment

Assess the proposed revisions to the current IT Governance framework

a) Initial Governance Framework Review – Evaluate the initial framework developed by the IT Governance Development Team

3.2.3 Framework Recommendations

Recommend changes to the DRAFT System IT Governance framework and propose common terms to be used System-wide;

a) Structures and Processes – Identify committees and councils and the roles required to successfully perform System IT Governance
b) Capabilities and Tools – Identify capabilities required to successfully perform System IT Governance
c) Metrics – Identify KPIs required to effectively perform System IT Governance
d) Recommendations – Provide recommendations to update the System IT Governance Framework

3.2.4 Strategy

Recommend a roadmap to deliver System-wide IT Governance as follows:

a) Pilot Rollout Plan – Define the plan to roll-out System IT Governance to TAMUS and a subset of members
b) System-wide Rollout Plan – Define the plan to roll-out System IT Governance to the remaining members

3.3 RESPONSE REQUIREMENTS AND FORMAT

RESPONDENT's proposals shall consist of the following, using the same section numbers contained below.

3.3.1 Organization's Capabilities

Please provide information that should include, but is not limited to the following:

a) Expertise in providing services in Higher Education (preferably US clients)
b) Experience and capabilities in providing services similar to the requirements proposed in this RFP.
c) Evidence of value brought to governance models, such as successful projects delivered.
d) Future strategies which may affect TAMUS in any way.

3.3.2 Contact Information

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

3.3.3 Company References

Provide a list containing a minimum of three (3) customers, to whom RESPONDENT has provided services for a similar scope of work.

- Brief description of the services provided,
- Case studies,
- Contact information of the person referred (name, designation, address, email, and telephone number)

The RESPONDENT's response to this requirement officially authorizes TAMUS 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 the A&M System, and RESPONDENT shall and hereby does release and hold harmless TAMUS, the state of Texas, and the organization of any and all liability whatsoever, in connection with providing and receiving all such information.

3.3.4 Third Party and Subcontractors

Any use of subcontractors / third–party service providers by the Vendor as part of the TAMUS engagement, should be described. Information on subcontractors should include but not be limited to the following:

a) Approach and methodology
b) Resource skill set

All subcontractors identified in this section **must** also be addressed in a HUB Subcontracting Plan as directed in Section 2.7 above.

3.4 IT GOVERNANCE STRATEGY APPROACH

3.4.1 Approach

Please propose a clear approach to the Assessment, Framework Recommendations and Rollout Strategy relative to the phases defined in Section 3.1. The approach should include but not be limited to the following:

a) Methodology and timelines for this phase
b) Required documentation and other materials
c) Other proposed deliverables for strategy

3.4.2 Required Definitions

a) Please define key KPIs used in IT Governance
b) Please define tools or capabilities used in IT Governance

3.4.3 Pricing

Respondents must provide complete and accurate pricing for all services to be performed. Provide details on pricing that should include, but not be limited to the following:

a) Pricing and cost models for all components of proposed services
b) If more than one solution model is proposed, please provide pricing and cost models for the solution and its respective components proposed in the response
c) Price of any additional services proposed. If the service has no cost implications, it should be mentioned
d) Transparency in financial disclosure, i.e. there should not be any hidden charges in the proposal
e) Describe pricing guarantee policy for services and related charges
f) Describe the costs and approach towards the changing resource demands
g) Provide a formula to be used to price additional products and services not covered under the contract

3.4.4 Other Value Added Services

Propose any other services you offer that would complement the requirements of this RFP and are not already mentioned elsewhere in the proposal. Provide pricing for each additional service and indicate the expected annual increase if applicable. Please outline the benefits to TAMUS of these additional services.

3.4.5 Assumptions

Include any assumptions made about systems, tools, and other technology resources available within the TAMUS information technology environment.

3.4.6 Exclusions

List the service areas/technology skills requirements listed in this RFP that are not addressed in the proposal. How does RESPONDENT propose to meet these requirements?

3.4.7 Executive Summary

RESPONDENT shall provide an Executive Summary with the proposal. The Executive Summary should include, but not be limited to, the following:

a) Solution highlights and value adds;

b) Approach;

c) Proposed tools and their usage; and

d) Key pricing assumptions

3.4.8 Additional Information

a) Please provide any additional information to substantiate delivery models and costing as required.

b) RESPONDENT may choose to highlight any particular value-added benefits or other investments RESPONDENT is planning to offer in connection with the applicable Services.

SECTION 4 - GENERAL TERMS AND CONDITIONS

4.1 TERMS AND CONDITIONS: TAMUS 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 TAMUS determines to be incomplete, conditional, obscure, or which has irregularities of any kind, may be rejected. TAMUS 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 TAMUS 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 TAMUS 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 TAMUS 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, TAMUS terms and conditions will govern this transaction.

4.2 GOVERNING LAW: RESPONDENT agrees that, in the event of a dispute, laws of the State of Texas will prevail.

4.3 NON-DISCRIMINATION: The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, creed, 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.

4.4 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.

4.5 DEBARMENT STATUS: By submitting a statement of qualification, 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.

4.6 INDEMNIFICATION AND HOLD HARMLESS: The RESPONDENT shall defend, indemnify and hold harmless TAMUS, 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.

4.7 RESPONDENT LIABILITY: The RESPONDENT will be liable for any associated costs of repairs for damage to buildings or other TAMUS property caused by the negligence of the RESPONDENT's employees.

4.8 EARLY TERMINATION: TAMUS 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 TAMUS 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 TAMUS
   Termination of the contract for services is construed by TAMUS 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.

4.9 CANCELLATION OF CONTRACT BY RESPONDENT: RESPONDENT must provide a minimum of ninety (90) days written notice of cancellation of contract to TAMUS regardless of the reason for said termination. Such notification must be sent to:

The Texas A&M University System
Office of HUB & Procurement Programs
301 Tarrow, Suite 361
College Station, TX 77840
Attn: Jeff Zimmermann

4.10 RESPONDENT PAYMENT/BILLING TERMS: Payment of invoices will be made thirty (30) days after receipt of a correct invoice and approval by the Chancellor's Office.

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

4.12 NON-COLLUSION CLAUSE: The Non-Collusion Affidavit found in **EXHIBIT B** must be executed as

a part of the RESPONDENT's submittal.

4.13 ENTIRE AGREEMENT: A contract, 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. Any amendment or modification to the contract must be in writing and signed by the parties hereto.

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

4.15 MODIFICATION OF SERVICE: TAMUS 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 TAMUS.

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.

4.16 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 TAMUS.

Information provided to RESPONDENT by TAMUS, 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 TAMUS

4.17 INDEPENDENT CONTRACTOR: The successful RESPONDENT agrees that in all respects its relationship with TAMUS will be that of an independent contractor, and that it will not act or represent that it is acting as an agent of TAMUS or incur any obligation on the part of TAMUS without written authority of TAMUS. 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 TAMUS relative to conduct on its premises.

4.18 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 TAMUS 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 TAMUS receives a request for public information for any portion of any final report or papers that have been designated by RESPONDENT to be confidential, TAMUS 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.

4.19 OWNERSHIP OF DOCUMENTS: Upon completion or termination of any contract, all documents prepared by the RESPONDENT for the benefit of TAMUS shall become the property of TAMUS. At TAMUS' option, such documents will be delivered to TAMUS Procurement Office. TAMUS acknowledges that the documents are prepared only for the contracted services specified. Prior to

completion of the contracted services, TAMUS shall have a recognized proprietary interest in the work product of the RESPONDENT.

4.20 SUBCONTRACTING: No subcontract or third party personnel will be permitted to perform services described herein, without the written consent of TAMUS. 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.

4.21 INSURANCE: The RESPONDENT shall obtain and maintain, for the duration of this project 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 and currently rated A- or better by A.M. Best Company or otherwise acceptable to Owner. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to the RESPONDENT under this Agreement. The RESPONDENT shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The 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. Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

RESPONDENT will provide certificates indicating such insurance is in force and effect within ten (10) working days after full execution of this Agreement, and such certificates must state that TAMUS will be notified in the event of cancellation of coverage. Failure to maintain insurance coverage as described above will be considered a default under this Agreement.

Coverages	**Limit**
A. Worker's Compensation*	
Statutory Benefits (Coverage A)	Statutory
Employer's Liability (Coverage B)	$500,000 Each Accident
	$500,000 Disease/Employee
	$500,000 Disease/Policy Limit
B. Automobile Liability	
Owned Vehicles $1,000,000	$1,000,000
Non-owned Vehicles	$1,000,000
Hired Vehicles	$1,000,000
C. Commercial General Liability	
Aggregate Limit	$3,000,000
Each Occurrence Limit	$1,000,000
Products / Operations	$1,000,000
Personal / Advertising Injury	$1,000,000
Damage to Premises	$100,000
Medical Payments	$5,000

** If this coverage is no any reason waived, the contractor, employees thereof, and subcontractors must sign a hold harmless and indemnification agreement.*

D. Professional Liability $1,000,000

Additional Endorsements

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 as additional insured.

4.22 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 TAMUS 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 Executive Vice Chancellor and Chief Financial Officer for TAMUS, who shall examine RESPONDENT's claim and any counterclaim and negotiate with RESPONDENT in an effort to resolve the claim.

4.23 VENUE: Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMUS shall be in the county in which the primary office of the chief executive officer of TAMUS is located.

4.24 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.

4.25 RESPONDENT shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TAMUS.

EXHIBIT A

EXECUTION OF OFFER

RFP01 CIO-15-003
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 "0" 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 TAMUS' 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 TAMUS;

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

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

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

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

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

(x) each individual or business entity proposed by RESPONDENT as a member of its team that will engage in the practice of engineering or architecture will be selected based on demonstrated competence and qualifications only;

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

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

(xiii) under Section 2155.006, Government Code, the vendor 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 should give Payee Identification Number (PIN) (Formally Vendor ID), full firm name and address of Vendor (enter in block provided if not shown). Failure to manually sign submittal will disqualify it. The person signing the submittal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

Payee Identification Number (PIN): _____

Sole Owner should also enter Social Security Number: _____

Vendor/Company: _____

Signature (INK): _____

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).

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S SUBMISSION. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR SUBMISSION.

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 TAMUS or any employee thereof, or any person, firm or corporation under contract with TAMUS whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said TAMUS, 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 TAMUS.

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 TAMUS, nor any employee, or person, whose salary is payable in whole or in part by TAMUS, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature_____

Company Name_____

Date_____

_____
Subscribed and sworn to before me this

_____ day of _____, 2015.

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

_____. My commission expires: _____