



THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

REQUEST FOR PROPOSAL

Human Capital Management Independent Verification & Validation Services

RFP NUMBER: RFP01 CIO-16-001

**PROPOSAL MUST BE RECEIVED PRIOR TO:
2:00 P.M. Central time on December 1, 2015**

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

**The Texas A&M University System
HUB & Procurement Programs
301 Tarrow 3rd Floor, Suite 366
College Station, TX 77840
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. Prices and other proposal details will only be divulged after a contract is executed, if any.

REFER INQUIRIES TO:

**Jeff Zimmermann, Director
The Texas A&M University System
HUB & Procurement Programs
301 Tarrow 3rd Floor
College Station, TX 77840
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. Notwithstanding the foregoing, the A&M 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 proposals to select a single RESPONDENT to provide Independent Verification and Validation (IV&V) services for the Workday Human Capital Management (HCM) and Payroll project as described in Section 2. It is the intent of TAMUS to establish an agreement with a qualified company for the requirements listed.

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 Project Goals and Objectives

The goals of the HCM Project are to:

- Implement a Workday HCM/Payroll system that meets the critical business requirements of TAMUS members by eliminating outdated and redundant systems, maximizing the efficiency of managing system resources, enhancing security and ensuring transparency;
- Successfully implement to all System Members on time and within budget;
- Implement the HCM system in a manner that supports System-wide standardization of data and business processes; and
- Implement the HCM system in a manner that is cost-effective to maintain.

A System Integrator will be selected as an implementation partner to help accomplish the above goals. This RFP is issued to solicit responses for the provision of the IV&V services for the HCM Project. The successful RESPONDENT for these IV&V services will not have any other involvement in the HCM Project other than the IV&V services described herein.

In addition to the scope discussed in this RFP, RESPONDENTS should review the contents of the Human Capital Management Implementation Services RFP to understand the scope of work being asked of the System Integrator. See link below: http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=118237

1.3 Background

The A&M System is one of the largest systems of higher education in the nation, with a statewide network of 11 universities, seven state agencies and a comprehensive health science center. A&M System members educate more than 137,000 students and reach another 22 million people through service each year. With more than 28,000 faculty and staff, the A&M System has a physical presence in 250 of the state's 254 counties and a programmatic presence in every one. Externally funded research expenditures exceed \$820 million to help drive the state's economy.

For more information about TAMUS, go to <http://www.tamus.edu/about/>.

TAMUS relies on information technology to carry out its mission of teaching, research, and service. The HR/Payroll and Financial administrative systems support critical business processes that assist in achieving this mission. The major administrative systems in place, Budget/Payroll/Personnel (BPP) System and the Financial Accounting Management Information System (FAMIS), have served TAMUS for many years.

The BPP System is an integrated data management system used by each member of TAMUS. Its core function is to support the data processing and reporting requirements for the three functional areas of budget planning, payroll processing and personnel record-keeping. Through its mainframe and web interfaces, the BPP System provides standardization in data collection, storage and reporting.

Developed in the late 1970's, the BPP System was originally designed to be accessed via an IBM 3270 terminal type of computer. Today, processors utilize terminal emulation software on a standard PC to directly access each of the BPP System 'green screens'.

In the early to mid-2000's, web applications were developed to allow employees and administrators to directly enter data into the BPP System instead of relying on administrative processors. These applications include an absence system (LeaveTraq), time sheets and pay processing (TimeTraq), monthly pay approval (Monthly Payroll), employee demographics and self-service (HRConnect) and benefits enrollment (iBenefits).

The BPP System shares data with many internal and external systems. Through its Budget module, it integrates with FAMIS, which allows users to create and modify positions, impacting FAMIS via budget, encumbrance and expense postings. The Payroll module creates ACH transactions with banks across the nation to electronically transfer an employee's pay directly into his/her personal bank account. It is also responsible for reporting tax information to both state and federal governments. The Personnel module reports demographic information to various state and federal agencies. It also integrates with the systems of multiple insurance providers in maintaining insurance coverage for employees and retirees.

Most System members have chosen to utilize FAMIS as their accounting system of record. All FAMIS programs access a common database that allows many different users to view and update identical information. FAMIS has also been extended with a web interface, an application known as "Canopy", for approvals, workflows and reporting. FAMIS users can be given access to numerous on-line accounting functions. These functions are spread among four major FAMIS modules:

1) Financial Records Systems (FRS)

- Financial Accounting - transactions relating to financial operations such as budgets, revenues, expenses, and journal entries
- Accounts Payable – transaction relating to vendor payment including preparation of checks and file for State of Texas warrants
- Accounts Receivable – transaction relating to billing and payment receipt for goods or services rendered
- Purchasing – transaction relating to ordering, receipt and initiation of payment of goods and services
- Payroll Distribution – processes relating to the distribution of payroll
- Budget Preparation – processes relating to the preparation for the annual budget to be presented to the TAMUS Board of Regents

2) Fixed Assets (FFX)

3) Sponsored Research (SPR)

4) Annual Financial Reporting (AFR)

Additionally, FAMIS integrates with other externally hosted applications, including Concur, SciQuest, and Buyspeed.

The major reasons for considering a change from the A&M System's legacy administrative systems include:

- Enable significant improvements in business processes and adherence to best practices;
- Mitigate the risks and costs associated with the legacy administrative systems;
- Reduce dependence on employees with unique, specialized knowledge, many of whom are nearing retirement age;
- Reduce or eliminate dependency on a mainframe infrastructure, that while stable and reliable, has a high cost to acquire, maintain and support;
- Take advantage of software that is nimble and adaptable to changing business requirements;
- Reduce or eliminate manual, paper-dependent business processes;
- Provide enhanced employee and manager self-service;
- Provide mobile access to routine business processes; and

- Standardize and integrate human resources and payroll business processes.

To enact this change, TAMUS will partner with Deloitte Consulting, LLP as the System Integrator to implement Workday.

1.4 Priorities/Expectations

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

- Ensuring a Quality Level of Service.* This priority encompasses the quality of the level of service that can be provided to all TAMUS customers 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 training techniques and established metrics.
- 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 TAMUS. 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.
- 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.
- Financial Stability.* RESPONDENT must demonstrate its financial stability and capabilities in providing the required solution.

1.5 Performance Period

TAMUS expects to initiate the HCM Project in October 2015, with an 18 to 24 month implementation to all System Members. The initial term of any agreement resulting from this RFP shall be from date of execution through successful implementation of the HCM system. A December 1, 2015, project start date is assumed. TAMUS reserves the right to negotiate an extension beyond the successful implementation if the need arises. Any extension must be agreed to in writing by both parties.

1.6 Glossary of Terms and Acronyms

Term or Acronym	Definition
Account	A generic term to describe a unique and distinct cost center in the TAMUS financial system. These "accounts" have an operating budget and are managed by an individual to achieve certain business objectives.
AL-EXT	Texas A&M Agrilife Extension Service
AL-RSRCH	Texas A&M Agrilife Research
BAFO	Best and Final Offer
BPP	TAMUS legacy payroll system
CIO	Chief Information Officer
Cost Proposal	Refers to the cost component of the RESPONDENT's Proposal in response to this RFP

CDT	Central Time Zone
Departmental HR	Staff whose main duties are not HR related but who perform
Processor	HR functions for their department. Usually an Administrative Assistant for the department.
DED	Data Element Dictionary
EAI	Enterprise Application Integration
ERD	Entity-Relationship Diagrams
ESBD	State of Texas Electronic State Business Daily (ESBD) web site
FTE	Full Time Employees or Full Time Equivalents
HSC	Texas A&M Health Science Center
Human Capital Management (HCM)	Refers to human resources/payroll modules of Workday's software suite
IT	Information Technology
PMO	HCM Project Management Office
Project	Refers to the HCM Project that is the focus of this RFP
Prototype	Limited use of the software to validate that the software will meet the component's business requirements and expectations at a high-level prior to completing the detailed configuration of the software.
PVAMU	Prairie View A&M University
RESPONDENT	Designation for firms that submit a proposal in response to this RFP
RFP	Request for Proposal

SECTION 2 – INSTRUCTIONS FOR RESPONDENTS

TAMUS is soliciting proposals to select a single RESPONDENT to provide Independent Verification and Validation (IV&V) services for the Workday Human Capital Management (HCM) and Payroll project. Proposals and any other information submitted by RESPONDENT in response to this Request for Proposal shall become the property of TAMUS.

This RFP outlines requirements as specified in Section 3. 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.

Each proposal shall be prepared simply and economically, providing a straightforward and concise description of RESPONDENT's ability to meet the requirements of this RFP. Emphasis shall be on completeness, clarity of content and responsiveness to the offer requirements. Expenses for developing and presenting submittals 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 to Jeff Zimmermann, Director, Procurement and Business Services, in writing, at jzimmermann@tamus.edu. RESPONDENT may not contact other individuals at TAMUS 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 attachment, should be presented in writing. **Deadline for submission of questions is by 5:00 P.M. November 13, 2015.** TAMUS will publish all questions with responses according to the schedule in Section 2.1.

2.1 Calendar of Events *

<u>Activity</u>	<u>Date</u>
Release of Request for Proposal	October 30, 2015
Release of Addendum 1 (if applicable)	November 10, 2015
Deadline to Submit Questions	November 13, 2015
Release of Addendum 2 (if applicable)	November 20, 2015
Responses Due	December 1, 2015 by 2:00 PM CT

Selection of Finalists	December 8, 2015
Onsite Presentations for Finalists	December 14-15, 2015
Projected Start Date	January 11, 2016

- * 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 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 of the existing and/or revised conditions and accepts them "as is."

2.3 Proposal Submission Instructions

All proposals must be received by TAMUS, no later than **2:00 p.m. Central Time, December 1, 2015** in a sealed envelope or box marked **"RFP01 CIO-16-001."**

Proposals are to be submitted to:

**MAIL, HAND DELIVER, AND /OR
EXPRESS MAIL SUBMITTAL 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.

Proposals submitted via telephone and/or facsimile (Fax) are not acceptable under any circumstances.

2.4 Proposal Components

The following documents and all requirements from noted sections are to be returned as part of your proposal submittal. Failure to include these documents will be basis for response disqualification.

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B)
- ✓ Section 3 – all sub-sections within that require a response
- ✓ Respondent Questionnaire – Section 4
- ✓ HUB Subcontracting Plan – Section 2.8

RESPONDENT shall provide one (1) original copy, three (3) additional hard copies, and two (2) electronic copies of the complete RFP response as specified above. Note: The electronic copy 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.

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.

Proposal response package (envelope/box/carton) must indicate on the lower left-hand corner the RESPONDENT's company name and address, and the RFP number and opening date.

Proposals are to be submitted as a booklet or in notebook form with appropriate indices. Each proposal 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 identify 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) and posted to the Electronic State Business Daily (ESBD). It is the responsibility of the RESPONDENT to check the ESBD for any and all addenda issued for this RFP. All such addenda 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 their proposal.

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

2.6 Selection Process

TAMUS will base its choice on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the solution and related 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 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.

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 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.

RESPONDENTS may be asked to discuss their proposals or to provide written clarification. All RESPONDENTS selected for further consideration will be asked to participate in onsite presentations. All key staff will be expected to participate in the onsite presentation. TAMUS will provide an agenda, location, and instructions when invitations are issued.

2.7 Evaluation Process and Criteria

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.

Key components of the evaluation process will include:

- **Administrative Review**

The TAMUS Office of HUB and Procurement Programs will review timely received proposals to determine if mandatory requirements are met and to verify that the proposals meet administrative and content requirements. Compliant proposals will be approved for subsequent evaluation steps.

- **Initial Ranking**

The evaluation committee will use detailed evaluation guidelines to carefully review and assign a score to each RESPONDENT based on the criteria listed below. These scores will be used to select a list of finalists for further consideration. The number of selected finalists is at the sole discretion of the evaluation committee.

- 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

There will be a strong preference for RESPONDENTS with IV&V experience including: Workday and/or HR/Payroll ERP implementation for Higher Education institution(s).

- **Reference Checks, Clarification, and Onsite Presentation**

TAMUS will perform reference checks and seek further information, as needed from all RESPONDENTS whose proposals the System, at its discretion, considers viable, based on the initial evaluation and scoring.

The 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. RESPONDENT agrees to hold TAMUS, the State of Texas, and any such organization harmless of any and all liability whatsoever, in connection with providing and receiving all such information.

RESPONDENTS may be asked to discuss their proposals or to provide written clarification. All RESPONDENTS selected for further consideration will be asked to participate in onsite presentations. All key staff will be expected to participate in the onsite presentation. TAMUS will provide an agenda, location, and instructions when invitations are issued.

- Best and Final Offers (BAFO)

TAMUS may issue a written Request for Best and Final Offer (BAFO) to one or more RESPONDENTS. The request will include a specified date and time for receipt of BAFO responses. The request may include general instructions to and questions applicable to all BAFO participants, as well as a list of issues, concerns and/or requests for additional clarification including, but not limited to service capabilities, cost, contractual gaps, and other RESPONDENT-specific issues unique to each BAFO participant.

The request for BAFO may include but are not limited to:

- The best price for requested services;
- Changes to proposals to better align them with TAMUS service requirements;
- Clarifications to the initial proposals;
- Changes to the proposed approach or timing to the extent deemed necessary by TAMUS; and
- Changes to, or more information about proposed personnel

- Final Evaluation

TAMUS intends to make the contract award to the RESPONDENT whose proposal best meets the evaluation criteria and reflects the best value to the System. In determining best value, the Evaluation Team will be instructed to consider all information contained in the initial proposals, BAFO responses, reference checks, onsite presentations, and any other information obtained during this procurement process.

2.8 HUB Subcontracting Plan

It is the policy of the State of Texas and The Texas A&M University System (TAMUS) to encourage the use of Historically Underutilized Businesses (HUBs) both directly and indirectly in our prime contracts. The goal of the HUB Program is to promote equal access and equal opportunity in TAMUS 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 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.

RESPONDENTs may obtain a list of State of Texas certified HUB vendors that may be capable of performing subcontracting opportunities from the Texas Procurement and Support Services (TPASS) Centralized Master Bidders List (CMBL) at the website <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>.

SECTION 3 – OVERVIEW AND SCOPE

3.1 Introduction

TAMUS is executing a transformational change to their systems and business processes with the implementation of Workday Human Capital Management and Payroll. To enact this change, TAMUS will partner with a System Integrator to address implementation activities and deliverables. Due to the criticality and complexity of the HCM Project, TAMUS has determined a need for Independent Verification and Validation (IV&V) services to ensure the success of the HCM Project.

TAMUS expects the HCM project to be comprised of two stages: Planning and Implementation.

Activities for the first stage will include planning, detailed gap analysis, and scope definition. We expect the planning stage to take approximately 10-12 weeks. Deliverables from that stage will include an updated scope, timeline and staffing plan for the implementation stage.

The Implementation Stage will follow standard Workday implementation methodology. We expect this to be an iterative process using Workday phases: Plan, Architect, Configure, Prototype, Test, and Deploy.

Software Functional Scope

The System Integrator will be responsible for implementing the following Workday functionality:

- Human Capital Management
- Compensation Administration
- Absence Management
- Benefits Administration
- Payroll Administration
- Talent Management
- Recruiting/Applicant Tracking
- Time Tracking

The successful RESPONDENT to this RFP will be responsible for IV&V of the above Workday functionality and corresponding deliverables.

3.2 Requested Services and Responsibilities

Independent Verification and Validation (IV&V) is necessary to establish the appropriate quality assurance and control efforts for this project independent of the implementation efforts. As with any project of this magnitude, the Project will rely upon the IV&V RESPONDENT for the following critical needs:

1. Verification (Deliverable Quality Assessment) to assure that the system delivered performs to defined specifications and business requirements.
2. Validation (Project Health Monitoring) to ensure that the project is following best practices, meeting project objectives and properly managing and mitigating project risk.

These services are described further in Section 3.3, Required Services of this RFP.

3.3 Required Services

The RESPONDENT will perform all IV&V responsibilities defined in this RFP throughout the term of the contract. The RESPONDENT is expected to actively participate in Verification and Validation of the Workday iterative process at each phase.

The IV&V services will follow industry standard methodologies and approaches, and will consist of the services described below. All RESPONDENTS are urged to demonstrate added value in their proposals by recommending IV&V services not addressed below.

3.4 Verification Services

The successful RESPONDENT will be responsible for providing independent verification of deliverables from each Workday iterative phase (Plan, Architect, Configure, Prototype, Test, and Deploy). These services will be derived from industry best practices and established quality control principles, and all verification artifacts will be based on the approved, allocated and prioritized requirements for the applications.

In general, these services will include:

- Review of key project deliverables;
- Development and implementation of a Verification Strategy documenting the objectives, scope, approach, standards and procedures, tool, etc., to be used in the verification effort;
- Administration activities and tasks in support of the verification effort.

3.5 Validation Services

The successful RESPONDENT will also be responsible for providing validation support services to ensure that all appropriate business issues have been satisfactorily addressed, following best practices and identification of risk mitigation. The validation services will ensure the new Workday HCM and Payroll system will meet the defined business needs of TAMUS and that all necessary training, policy, process and procedural changes have been defined and implemented.

In general, these validation services include:

- Provide independent, objective guidance and expertise to assure project success and lower implementation risks. Gain perspective and recommendations on the health of the HCM Project from an experienced, neutral third party to assure the development of the solution is managed in accordance with practices that reduce risk and support achievement of the stated project objectives;
- Benefit from lessons learned from other implementation and redesign experiences to limit rework;
- Provide recommendations on a revised course of action to limit the impact of potential issues and risks

3.6 Major Tasks and Deliverables

During the course of the contract, the RESPONDENT must provide, at minimum, the services and corresponding deliverables listed in Table 1 to include the project management and administrative responsibilities required for delivery.

The RESPONDENT shall provide deliverables to the designated point of contact from the System, as required, in the agreed upon format.

TASK/DELIVERABLE(S)	DUE DATE
1. Develop, Maintain and Execute the IV&V Plan	
• High-Level IV&V Plan	Included in Response
• Comprehensive IV&V Plan	Within 45 days of the contract start date
• IV&V Plan Updates	Per Schedule

2. Perform Initial, Periodic and Final IV&V Assessments	
TASK/DELIVERABLE(S)	DUE DATE
• Periodic IV&V Reports	Periodic
• Final IV&V Report	Upon Conclusion of IV&V Activities
3. Review and Evaluate System Integrator Vendor Deliverables	
• Deliverable Review Procedures (Within Comprehensive IV&V Plan)	Within 45 days of the contract start date
• Recommendation to Accept/Reject Deliverables with Supporting Comments	Per Schedule
• Report on Status of Actions to Address Deliverable Deficiencies	As Needed
4. Report on Status	
• Executive Status Reports	As Needed
• Ad Hoc Reports	As Needed

3.7 Develop, Execute and Maintain IV&V Plan

The RESPONDENT must draft an IV&V Plan to describe its approach for assuring quality of the HCM Project that meets, at minimum, the task and deliverables defined within this RFP. The RESPONDENT shall make recommendations within the IV&V Plan on the approach for assuring quality based on their experience, high risks areas, and other considerations. A high-level IV&V Plan must be included in the response to this RFP. The high-level IV&V Plan must describe the proposed methodologies for managing quality across the key domains required to execute the full program life cycle from planning to transition to operations and identify metrics for tracking project performance against milestones.

After award, the RESPONDENT must provide a comprehensive IV&V Plan, based on the high-level plan.

Key Activities:

- Draft a high level IV&V Plan
- Expand the high-level IV&V Plan to comprehensively address designated areas
- Review the IV&V Plan with the HCM Leadership Team
- Execute the IV&V Plan
- Periodically update the IV&V Plan

Deliverables:

- High-Level IV&V Plan
- Comprehensive IV&V Plan
- IV&V Plan Updates

3.8 Identify Project Risks and Issues

The RESPONDENT must anticipate and identify project risks and issues. Through participating in targeted meetings and other activities to provide the services identified within this RFP, the RESPONDENT shall perform deliverable based reviews focused on quality and risks.

Key Activities:

- Identify risks and issue on a deliverable basis
- Propose a recommended course of action for those risks or issues of greatest importance

Deliverables:

- Risk and Issues Log (and/or inputs to the Project Risk and Issues Log)
- Recommended Risk/Issue Responses (e.g., for risks accept, transfer, mitigate, avoid) and Action Plans

3.9 Deliverable Evaluation and Reporting

The RESPONDENT must provide a deliverables based status report with the following information:

- Deliverable Review
- Summary of the current status (e.g., schedule, scope, budget, risks, issues)
- Status of existing/risks issues and identification of new risk/issues
- Other relevant topics

Prepare and distribute additional reports upon request to support updates to the Executive Sponsors or other stakeholders.

Key Activities:

- Provide periodic executive status reports on IV&V reviews and recommendations regarding risk anticipation, prevention and mitigation
- Develop and deliver ad hoc reports on IV&V efforts upon request

Deliverables:

- Deliverable based Status Reports
- Ad Hoc Reports

3.10 Staffing Requirements

In determining proposed staff plans for this Project, the RESPONDENT will need to take in account the planned strategy defined earlier. The System anticipates that the scope of the IV&V services mentioned in this RFP will require 1 to 2 project team members.

3.11 Specific Skills

The RESPONDENT will propose an individual(s) with the most appropriate experience and expertise to address the requirements for the RFP. The individual(s) should have the following attributes:

- Significant experience with the industry-standard and best practices regarding quality, quality assurance and quality control principles and techniques;
- Appropriate experience with Workday HCM and Payroll implementations of a scale equivalent to The Texas A&M University System;

- Specific experience working with higher education institutions;
- Extensive experience in providing IV&V user services, preferably in higher education

Proposals will include resumes of the proposed staff. The resumes will show employment history for all relevant and related experience, and all education and degrees (including specific dates, names of employers, and education institutions).

3.12 Locations

The Services required under this RFP will be primarily performed by the successful RESPONDENT at a TAMUS-designated facility located in College Station, Texas.

3.13 Hours of Operation

TAMUS standard hours are 8:00 a.m. – 5:00 p.m. Central Time Zone (CDT), Monday through Friday. TAMUS anticipates that Services will be provided by successful RESPONDENT will be conducted during TAMUS standard hours of operation, with occasional work after-hours, weekends and holidays to meet critical deadlines.

3.14 Workspace and Parking

TAMUS shall provide workspace for the successful RESPONDENT's personnel to include utilization of TAMUS printers, copiers, phones, cubicles, network, and internet access. TAMUS will not provide computer equipment for use by the successful RESPONDENT's personnel.

TAMUS currently has parking spaces for contract workers assigned to the location specified in this SOW, however, the continuation of these parking spaces cannot be guaranteed over the life of the agreement resulting from the RFP. If parking spaces become unavailable, the successful RESPONDENT's staff must find alternative parking arrangements during their assignments under any resulting agreement from this SOW. TAMUS shall not reimburse the successful RESPONDENT or its employees or contract worker(s) for parking or similar expenses under any circumstances. Parking spaces are under the direct control of the TAMUS parking services and must abide by applicable parking regulations.

If any staff from the successful RESPONDENT's team requires reasonable accommodations for a disability or work limitation, please note such in Section 3.11, Specific Skills.

3.15 Substitution and Removal of Personnel

The Successful RESPONDENT is responsible for providing all personnel resources necessary to perform the IV&V Services described in this RFP, unless specifically stated as the responsibility of TAMUS, or other service provider (e.g., System Integrator). Throughout the term of the agreement resulting from this RFP, the successful RESPONDENT shall:

- Provide qualified personnel to perform all Services required in this RFP;
- Promptly remove and replace personnel at the request of TAMUS;
- Provide TAMUS written notice of any plan to add, remove and replace personnel; and
- Obtain TAMUS approval of all personnel.

In the event the successful RESPONDENT needs to add or substitute personnel during a term of the resulting Contract, the successful RESPONDENT shall provide TAMUS with several qualified candidates as potential replacements. Detailed resumes of proposed personnel replacements must be provided to TAMUS within fifteen (15) calendar days prior to either the proposed start date of any additional personnel or, in the event of substituted personnel, the last working day of the replaced individual. TAMUS shall have the right to conduct an interview of all such personnel. TAMUS shall provide the successful RESPONDENT with written notice of approval or rejection of proposed personnel within three (3) business days of receipt of the resume packet. TAMUS shall have the right to reject assignment of any of successful RESPONDENT's personnel. Within five (5) calendar days of TAMUS's written notification of rejection, the successful RESPONDENT shall provide TAMUS with additional

resumes of proposed individuals for review. This process shall be repeated until TAMUS provides written notice to the successful RESPONDENT of the individual selected. The approved replacement individual must be on-site at TAMUS within fifteen (15) calendar days of selection notice.

TAMUS, in its reasonable discretion, may request that the successful RESPONDENT remove a particular individual who is providing Services under the resulting agreement if TAMUS reasonably believes that such individual is not providing the Services as described within this RFP and the successful RESPONDENT, after notice, has been unable to resolve performance issues relative to such individual. The successful RESPONDENT shall provide TAMUS with the resume of qualified replacement individuals on or before the fifteenth (15th) calendar day following the last working day of the removed individual. TAMUS shall have the right to conduct an interview of all such personnel. TAMUS shall provide the successful RESPONDENT with written notice of approval or rejection of proposed personnel within three (3) business days of receipt of the resume packet. TAMUS shall have the right to reject assignment of any of the successful RESPONDENT's personnel. Within five (5) calendar days of TAMUS' written notification of rejection, the successful RESPONDENT shall provide the TAMUS with additional resumes of proposed individuals for review. This process shall be repeated until TAMUS provides written notice to the successful RESPONDENT of the individual selected. The approved replacement individual must be on-site at TAMUS within fifteen (15) calendar days of selection notice.

SECTION 4 – RESPONDENT’S QUESTIONNAIRE

The RESPONDENT recognizes that in its selection process TAMUS 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. TAMUS reserves the right to contact each and every reference listed below and shall be free from any liability to RESPONDENT for conducting such inquiry. A negative reference may be grounds for disqualification.

4.1 Company Profile

4.1.1 Number of Years in Business

Type of Operation: Individual____ Partnership____ Corporation____ Government____

Number of Employees: _____(company wide)

Number of Employees: _____(servicing location)

Annual Sales Volume: _____(company wide)

Annual Sales Volume: _____(servicing location)

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

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 TAMUS.

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.

4.1.7 Full disclosure of any potential conflict of interest.

4.1.8 Full disclosure of any criminal or civil offense by proposed RESPONDENT team members.

4.2 Technical Proposal

The instructions in this section of the RFP describe the required format for a responsive Proposal Narrative. The format and sub-sections of the Proposal Narrative shall conform to the structure outlined below. All sections shall be labeled appropriately. Adherence to this format is necessary in order to permit effective evaluation of proposals.

The technical proposal shall include the following:

- Title Page
- Transmittal Letter
- Table of Contents

- Executive Summary
- RESPONDENT's Experience and Past Performance
- Description of Services/Deliverables to be Provided
- References
- Proposal Assumptions
- Sample Statement of Work

The following sections explain the content that is required in each of the sub-sections of the Proposal Narrative.

4.2.1 **Title Page**

The title page should be placed as the front cover and/or insert and include the following:

- The Texas A&M University System - Proposal for HCM IV&V Services
- Response to RFP Number: RFP01 CIO-16-001
- Proposal Due Date
- RESPONDENT's Name

4.2.2 **Letter of Transmittal**

The transmittal letter shall be in the form of a standard business letter on the RESPONDENT's letterhead and shall be signed by an individual authorized to legally bind the RESPONDENT. The transmittal letter shall include the following:

- A brief statement of the RESPONDENT's understanding of the scope of services associated with this RFP.
- The names, titles, addresses, e-mail addresses, and telephone numbers of the individual(s) who are authorized to make representations on behalf of and legally bind the RESPONDENT.
- The names, titles, addresses, e-mail addresses, and telephone numbers of the individual who will function as the main contact for the RESPONDENT.
- A statement that the entire proposal and the price contain therein shall be binding by the RESPONDENT in all respects for a period of 180 days from receipt of the Best and Final Offer (BAFO), or from submission if no BAFO is requested.
- A statement designating that the RESPONDENT will function as primary contractor in response to the RFP.
- A statement that the RESPONDENT presently has no interest, direct or indirect, which would conflict with the performance of services under any resulting agreement and shall not employ, in the performance of any resulting agreement, any person having a conflict.

4.2.3 **Table of Contents**

Each proposal should be submitted with a table of contents that clearly identifies and denotes the location of each section and subsection. Each page of the proposal is to be clearly and uniquely numbered. Additionally, the table of contents should clearly identify and denote the location of all enclosures and appendices to the proposal.

4.2.4 **Executive Summary**

In the Executive Summary, the RESPONDENT shall condense and highlight the contents of the proposed solution in such a way as to provide TAMUS and its Members with a broad understanding of the

proposal. This section of the proposal is designed to provide a clear and concise understanding of key aspects of the proposal as follows:

- Confirmation that the requested scope of services outlined in Section 3, Overview and Scope are being proposed or an explanation of exactly where the proposed scope differs from what has been requested;
- Concise summarization of the proposed approach schedule;
- Concise summarization of the RESPONDENT's relevant qualifications and experience in providing services similar to the services requested within this RFP;

4.2.5 **Experience and Past Performance**

The RESPONDENT shall provide information about its prior experience and qualifications to perform the services requested within this RFP by addressing the following requirements.

RESPONDENT Overview

The RESPONDENT shall include a detailed narrative description of the RESPONDENT's organization. The narrative shall address the following topics at a minimum:

- RESPONDENT legal name and legal form of ownership.
- State in which company is incorporated.
- Office location(s) responsible for performance of tasks requested within this RFP.
- Brief overview of business operations, with an emphasis on Enterprise Resource Planning (ERP) related business for higher education and the public sector.
- Description of RESPONDENT's credentials to deliver the services sought under this RFP, with special emphasis on experience with similar projects for higher education institutions, higher education systems and public sector agencies.
- RESPONDENT must list **all** contracts or purchase orders that RESPONDENT executed or accepted within the last three (3) years for IV&V services of an ERP software implementation and which were canceled or terminated prior to completion by the client with which RESPONDENT contracted. For each such contract or purchase order, RESPONDENT must include a detailed explanation for the cancellation or termination and final resolution of the matter. Include the names and telephone numbers of each such agency's or firm's contact person. If none, specify none.

4.2.6 **Description of Services/Deliverables to be Provided**

RESPONDENTs shall describe in detail how each of the implementation and integration services listed in Section 3.2, Requested Services and Responsibilities, will be addressed in accordance with the RESPONDENT's methodology and approach.

A listing and description of proposed deliverables should be included.

4.2.7 **References**

RESPONDENTs shall provide at least two (2) client references for IV&V Services specifically for the implementation of ERP Software for large public sector and higher education institutions, with a preference for Workday and higher education ERP implementations. Each reference shall contain at least the following:

- Organization name & address:
- Contact Person Name & Title:
- Contact phone number:
- Contact email:

- Summary of services provided
- ERP software product and release number(s) implemented
- Project start and end date
- Contract value

TAMUS may at its sole discretion, contact additional clients not presented as references.

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.

4.2.8 **Proposal Assumptions**

The RESPONDENT shall provide a comprehensive listing of all assumptions made in preparing its proposal in response to this RFP. No price data may be included in the assumptions.

4.2.9 **Sample Statement of Work**

In this section, the RESPONDENT shall provide a sample Statement of Work based on the content of its Proposal.

4.3 **Cost Proposal**

The format and sub-sections of the Cost Proposal shall conform to the tabbed spreadsheet structure outlined below. All tabs shall be labeled appropriately. Adherence to this format is necessary in order to permit effective evaluation of proposals. The cost proposal content shall be in the following format:

- TAB 1 – Schedule 1 – Summary Cost Presentation
- TAB 2 – Schedule 2 – Consulting Services – IV&V Schedule
- TAB 2 – Schedule 3 – Other Cost Components
- TAB 3 – Schedule 4 – Deliverables Payment Schedule
- Payment Terms

Cost information is to be provided in accordance with the templates provided in Appendix A: Cost Schedules. The remainder of this section of the RFP provides a detailed description of the content that is required in each of the sub-sections of the Cost Proposal.

4.3.1 **Schedule 1 – Summary Cost Presentation**

This schedule shall include all costs proposed by RESPONDENT presented in the requested format. The Implementation Services Costs and Post-Implementation Support Services Costs shall be taken from the referenced lines on Schedule 2 Consulting Services by Position. The Other Cost Components shall be taken from the referenced line on Schedule 3 Other Cost Components. The Grand Total shall be provided on Cost Schedule 1 as well as below:

Grand total, All costs: \$_____

4.3.2 **Schedule 2 – Consulting Services – IV&V Schedule**

RESPONDENT shall include for each proposed position: the proposed rates for each fiscal year, the

proposed hours per month, subtotaled hours by fiscal year, subtotaled cost by fiscal year, total hours for total three year period, and total cost for total three year period.

4.3.3 Schedule 3 – Other Cost Components

RESPONDENTS shall utilize this schedule to describe and reflect any non-staffing related costs as applicable. Each cost component shall include: a description, reference numbers as appropriate, metrics as appropriate, and the proposed cost of the component. An addendum to the Cost Schedules shall be utilized to address any pricing assumptions and to provide additional information to enable TAMUS personnel to thoroughly understand the proposed cost components. Subtotals and additional rows may be added as needed.

4.3.4 Schedule 4 – Deliverables Payment Schedule

The RESPONDENT shall complete a proposed Deliverables Payment Schedule utilizing the format provided. Rows may be added as needed. RESPONDENTS shall ensure that the proposed cumulative gross payments for each month do not exceed the cumulative value of the service hours proposed for the corresponding month, excluding the cumulative value of deliverable payments for Other Cost Components from this determination. An addendum to the Cost Schedules shall be utilized to address any pricing assumptions and to provide additional information to enable TAMUS personnel to thoroughly understand the proposed Deliverables Payment Schedule.

4.3.5 Payment Terms

The RESPONDENT may invoice the System based on satisfactory completion and acceptance of project deliverables pursuant to any agreement resulting from this RFP. A mutually agreed-upon schedule of payments by deliverables will be used as the basis for all payments. The initial schedule of payments proposed by the RESPONDENT is included in Schedule 2 Deliverable Payments, but said schedule is subject to revision during contract negotiations. Payment shall be made in accordance with Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

SECTION 5 - GENERAL TERMS AND CONDITIONS

- A. **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 an agreement.

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 agreement. In the event the RESPONDENT does not supply terms and conditions with its proposal, TAMUS 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 agreement 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, RESPONDENT certifies that it 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 RESPONDENT certifies that it does not and will not, during the performance of this agreement, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
- E. **DEBARMENT STATUS:** By submitting a statement of qualification, RESPONDENT certifies that it is not currently debarred from submitting submittals on agreements nor are they an agent of any person or entity that is currently debarred from submitting bids on agreements.
- F. **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 agreement. The RESPONDENT agrees to protect TAMUS 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 TAMUS property caused by the negligence of the RESPONDENT's employees.
- H. **EARLY TERMINATION:** TAMUS shall have the right to terminate the agreement 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 agreement 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 services is construed by TAMUS to be in its best interest for serving the community and its students, faculty, and staff.

Note: Any agreement 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 TAMUS.
- J. CIVIL RIGHTS REQUIREMENTS: RESPONDENT 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: An agreement, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing, and will contain all the covenants and agreements between the parties with respect to the subject matter of the agreement. Any amendment or modification to the agreement must be in writing and signed by the parties hereto.
- M. SEVERABILITY: It is understood and agreed that if any part, term, or provision of the agreement is by the courts held to be illegal or in conflict with any law of the State of Texas, the validity of the remaining portions or provisions shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.
- N. MODIFICATION OF SERVICE: TAMUS reserves the right to modify the services during the course of the agreement. 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 agreement may be subject to competitive bidding based upon the new specifications.

- O. PUBLICITY: RESPONDENTS must refrain from giving any reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcements, without specific written approval from 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

- P. INDEPENDENT CONTRACTOR: The 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.
- Q. CONFIDENTIALITY: In accordance with the Texas Public Information Act, a proposal could be subject to public review after the agreement resulting from this RFP, if any, has been executed. RESPONDENT is cautioned not to include any proprietary information as part of its proposal unless such proprietary information is

carefully identified as such in writing.

Information created, derived, or otherwise produced by RESPONDENT shall remain the exclusive property of RESPONDENT. RESPONDENT acknowledges that any documents provided in accordance with this RFP along with any information contained in any documents, which RESPONDENT believes is confidential under Texas law must be clearly designated as such by RESPONDENT. In the event TAMUS receives a request for public information for any portion of any documents 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.

- R. **OWNERSHIP OF DOCUMENTS:** Upon completion or termination of any agreement, 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.
- S. **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.

- 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 TAMUS. By requiring such minimum insurance, the Owner 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 TAMUS at least ten days before the effective date of the cancellation.

Insurance:

Coverage

Limit

1. **Worker's Compensation**

Statutory Benefits (Coverage A)

Employers Liability (Coverage B)

Statutory

\$1,000,000 Each Accident

\$1,000,000 Disease/Employee

\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for TAMUS. 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.

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. Cyber-Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000

5. 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.

6. RESPONDENT will deliver to TAMUS:

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 TAMUS 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 TAMUS. No policy will be canceled without unconditional written notice to TAMUS 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 TAMUS 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 TAMUS 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 TAMUS contact:

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

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by TAMUS 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 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.
- V. 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.
- 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 TAMUS.
- 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: TAMUS 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 TAMUS, and shall be merchantable fit for the purpose intended, of best quality and workmanship, and free from all defects. TAMUS 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 TAMUS'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. TAMUS reserves the right to review the services performed and to determine the quality and acceptability of such services.

CC. SALES AND USE TAX: TAMUS, 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 TAMUS that the technology provided to TAMUS 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 TAMUS Office for HUB and Procurement Programs has recently established.

EXHIBIT A
EXECUTION OF OFFER**RFP01 CIO-16-001****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 qualifications may result in rejection of the qualifications.

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 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) 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 should give Payee Identification Number (PIN) (Formally RESPONDENT ID), full firm name and address of RESPONDENT (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: _____

RESPONDENT/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).

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: _____

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.