



THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

REQUEST FOR PROPOSAL
RFP Number: RFP01 MKTG-15-019
Mobile Application Services

PROPOSAL MUST BE RECEIVED BEFORE:
2:00 p.m. on August 13, 2015

MAIL, HAND DELIVER, OR EXPRESS MAIL PROPOSAL TO:

Attention: Patty Allison
The Texas A&M University System
Office of HUB & Procurement Programs
301 Tarrow, Suite 366
College Station, TX 77840

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 & Procurement 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 award, if one is made.

REFER INQUIRIES TO:
Patty Allison, Project Coordinator
The Texas A&M University System
Office of HUB & Procurement Programs
Email: pallison@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 A&M System is subject to the Texas Public Information Act.

Table of Contents

SECTION 1 – INTRODUCTION	3
1.1 SCOPE OF PROPOSAL OVERVIEW	3
1.2 THE TEXAS A&M UNIVERSITY SYSTEM.....	3
1.3 TEXAS A&M UNIVERSITY	3
1.4 PRIORITIES AND EXPECTATIONS.....	4
1.5 PERFORMANCE PERIOD.....	4
SECTION 2 – INSTRUCTIONS TO RESPONDENTS	5
2.1 CALENDAR OF EVENTS	5
2.2 EXAMINATION OF THE PROPOSAL.....	6
2.3 SUBMITTAL INSTRUCTIONS AND DELIVERY OF SUBMITTALS.....	6
2.4 PROPOSAL COMPONENTS	6
2.5 INQUIRIES AND INTERPRETATIONS	7
2.6 SELECTION PROCESS	7
2.7 THE TEXAS A&M UNIVERSITY SYSTEM HUB POLICY	8
SECTION 3 – MOBILE APPLICATION REQUIREMENTS AND QUESTIONS	9
SECTION 4 – RESPONDENT’S COMPANY QUESTIONNAIRE.....	14
SECTION 5 - TERMS AND CONDITIONS.....	15
EXHIBIT A - EXECUTION OF OFFER.....	21
EXHIBIT B – NON-COLLUSION AFFIDAVIT.....	23
EXHIBIT C - EIR ACCESSIBILITY INSTRUCTIONS FOR COMPLETING VPATS	

SECTION 1 – INTRODUCTION

1.1 Scope of Proposal Overview

The Texas A&M University System (TAMUS) is looking to implement a vendor's mobile framework of apps for use by the constituents; i.e., faculty, staff, students, alumni, prospective students, parents, visitors etc. as needed by the various Members of the Texas A&M University System. However, the immediate focus of this RFP is Texas A&M University. It is the intent of TAMUS to establish a Master Agreement with a qualified vendor for the requirements listed. The Master Agreement will be between the selected vendor and TAMUS. The scope of the project may expand to involve [other Members of The Texas A&M University System](#) (Members).

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 The Texas A&M University System

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. For a full listing of the A&M system members, please visit <http://www.tamus.edu/about/>.

1.3 Texas A&M University

Founded in 1876 as Texas' first public institution of higher learning, Texas A&M University is a research-intensive flagship university with more than 60,000 students studying in more than 120 undergraduate and 240 graduate degree programs in 16 colleges and schools. In 20015, Texas A&M became a member of the prestigious Association of American Universities, an association of 61 leading public and private research universities in the U.S. and Canada that promotes high standards for teaching, research and scholarship. The university prides itself on the total academic, character development and leadership educational experience it provides through more than 800 student organizations and activities ranging from athletics to community service events. Texas A&M University is located in College Station, Texas, roughly equidistant from Houston, Dallas and Austin. Texas A&M University also includes two other branch campuses, Texas A&M University at Galveston and Texas A&M University at Qatar.

Texas A&M University holds the rare triple designation of a land-, sea- and space-grant institution reflecting the broad scope of its teaching and research endeavors. The university ranks 25th nationally among public universities that conduct research valued at more than \$820 million annually. It is also home to the George Bush Presidential Library and Museum and The Bush School of Government and Public Service.

While all universities have an academic mind and are able to promote intellect, few have an equally important heart or unique culture—which at Texas A&M is often described as the “Aggie Spirit.” Texas A&M University has a specific purpose statement: “To develop leaders of character dedicated to serving the greater good,” which is encapsulated in the core values of the university: excellence, integrity, leadership, loyalty, respect and selfless service.

The university and many of its colleges and departments, ranging from petroleum and nuclear engineering to business to veterinary medicine are consistently ranked high. It is ranked fifth in the nation among public universities in the “Best Value Schools” category of the *U.S. News & World Report* ranking. *Washington Monthly*

puts Texas A&M first among all universities in Texas; it bases its rankings on the universities' contributions to the public interest through endeavors such as service programs and research that drives economic growth. *The Wall Street Journal* ranks Texas A&M second nationally based on employers' satisfaction in hiring graduates of institutions throughout the United States.

Texas A&M University is a pioneer in the area of mobility and seeks an innovative partner to position its brand as a leader in the mobile app space. In 2007, Texas A&M University was one of only sixteen universities in the country to partner with Apple, Inc. to launch iTunes University (iTunesU). In 2009, Texas A&M University became one of the first public universities to launch a suite of mobile apps branded as TAMUmobile (<http://marcomm.tamu.edu/toolkit/mobile/apps.html>). TAMUmobile apps are a suite of free mobile applications geared toward providing information about the university - to go. These apps are available for the iPhone/iPad and Android, and provide access to campus news, directories and events as well as maps, course information and more. The iOS version of TAMUmobile has been downloaded over 168,000 times during its lifecycle – with over 24,000 of those downloads in 2014. In 2009, Texas A&M University also launched an in-house developed mobile website at <http://m.tamu.edu> and has since made its main website mobile responsive.

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:

- (a) *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.
- (b) *Level of Experience and Expertise.* RESPONDENT must demonstrate its capabilities in providing the utmost level of experience and expertise to ensure a successful solution as determined by TAMUS.
- (c) *Delivery Efficiency as it Relates to Total Costs.* RESPONDENT must demonstrate its ability to deliver the required system in a cost-effective and timely manner while not sacrificing the quality required by a Tier I research System.
- (d) *Financial Stability.* RESPONDENT must demonstrate its financial stability and capabilities in providing the required system. At a minimum, the RESPONDENT shall provide the two most current audited financial statements.

1.5 Performance Period

Should TAMUS, in its sole discretion, enter into an Agreement with the successful RESPONDENT as a result of this RFP, the initial Agreement shall be effective upon execution for a period of three (3) years. The Agreement may be extended for two (2) additional one-year terms, providing all parties mutually agree on the extension for any services proposed that are necessary for the ongoing operation and maintenance of the system. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by TAMUS and negotiated in writing with the successful RESPONDENT.

This Agreement is not a contract to perform work at a specific MEMBER but is intended to demonstrate the ability of each MEMBER to contract individually with the RESPONDENT for the services outlined in this RFP. It is the responsibility of each MEMBER to negotiate a final Agreement for their specific needs.

SECTION 2 – INSTRUCTIONS TO RESPONDENTS

TAMUS is accepting competitive proposals for a mobile app solution for iOS and Android. This Request for Proposal (RFP) provides sufficient information for interested parties to prepare and submit proposals for consideration by TAMUS.

Proposals and any other information submitted by RESPONDENT in response to this RFP shall become the property of TAMUS.

This RFP outlines requirements as specified in the Sections 3 and 4. 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.

The RESPONDENT selected shall have an excellent track record for providing the requested services relative to the size and scope of TAMUS and shall agree to provide the services necessary for the successful implementation to TAMUS with a top priority commitment. This RFP contains specific requests for information and requirements. 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 Patty Allison, Project Coordinator, HUB and Procurement Programs, in writing, at pallison@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. August 3, 2015.** TAMUS will publish all questions with responses according to the schedule in Section 2.1.

2.1 Calendar of Events *

Activity	Date
Release and Posting of RFP	July 27, 2015
Deadline to Submit Questions	August 3, 2015
Posting of Response to Questions	August 6, 2015

RFP Responses Due August 13, 2015

Evaluation of Proposals TBD

On-site or Webinar Oral presentations by selected finalists TBD

Notification to selected RESPONDENT (estimated date) TBD

The A&M System will make every effort to adhere to the above schedule. The schedule, however, is subject to change. This may be in the event that further clarification of responses or terms of contract are in the best interest of the A&M System and/or in the event the A&M System requires more time to assure that the selection of the Respondent is in accordance with its policies, rules, and regulations, as well as actual timing needs.

2.2 Examination of the Proposal

Before submitting, each RESPONDENT will be held to have examined TAMUS requirements outlined in Sections 3 and 4, 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."

Upon completion of the initial review and evaluation of the proposals submitted, selected respondents will be invited as finalists to participate in oral presentations either in person or through a web-based meeting solution.

2.3 Submittal Instructions and Delivery of Submittals

All submittals must be received by TAMUS, no later than **2:00 p.m. Central Time, August 13, 2015** in a sealed envelope or box marked **"RFP01 MKTG-15-019."**

Submittals 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: Patty Allison**

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

❖ Telephone and/or facsimile (Fax) submittals 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)
- ✓ Mobile Application Requirements and Questions - Section 3, all requested information must be provided and all requirements must be met
- ✓ All specific details and pricing in Proposal Submittal Details - Section 3.14

- ✓ Respondent Company Questionnaire – Section 4
- ✓ Exhibit C & D - VPAT forms, as required

RESPONDENT shall provide one (1) original copy 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 USB 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. The RESPONDENT'S name and "RFP01 MKTG-15-019 Mobile Application Services" should be noted on each electronic copy.
- **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.
- Submittal response package (envelope/box/carton) must indicate on the lower left-hand corner the respondent's company name, address and the RFP number "RFP01 MKTG-15-019 Mobile Application Services" and opening date.
- Submittals are to be submitted as a booklet or in notebook form with appropriate indices correlating with the sections of this RFP. 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 identify and defined. **Proposers are instructed to respond using the same Section numbers and titles as closely as possible in order to expedite analysis and comparison of proposals received.**

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 system 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.

The most qualified RESPONDENTS WILL BE REQUIRED to provide presentations to the evaluation committee before the final selection. Presentations may be presented on-site at TAMUS or as a Webinar. TAMUS will not provide compensation to RESPONDENTS for any expenses incurred by the RESPONDENT(S) for proposal preparation, evaluations or demonstrations that may be made.

2.7 The Texas A&M University System HUB Policy

It is the policy of TAMUS 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 TAMUS contracting and purchasing.

HUB Subcontracting Plan (Required if Subcontractors will be used during 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 HUB Subcontracting Plan found at the following site: <http://www.tamus.edu/business/facilities-planning-construction/forms-guidelines-wage-rates/>.

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 – MOBILE APPLICATION REQUIREMENTS AND QUESTIONS

3.1 Technical Requirements Overview

The Texas A&M University System (TAMUS) is looking to implement a vendor's mobile framework of apps for use by the constituents; i.e., faculty, staff, students, alumni, prospective students, parents, visitors etc. of [A&M System members](#).

- 3.1.1 Vendor shall work with the A&M System project team with implementation, testing and configuration as well as provide support for technical issues and future enhancements.
- 3.1.2 Vendor shall provide training for project team members on the use of the product, including administration by the A&M System. Vendor shall provide options so that either the Vendor can implement the mobile solution on behalf of TAMUS or Members can implement the mobile solution or some combination thereof. The mobile solution recommended by the Vendor must contain the following components:
 - 3.1.2.1 Offer both a hosted and on premises option and specify if any third party services are used.
 - 3.1.2.2 Integrate current A&M System data sources (whether data feed, web service, database, etc.) into the app rather than require a vendor-specified data format.
 - 3.1.2.3 Implement web services that integrate with the Banner Student Information System, including search classes, add/drop/enroll classes, balances, view grades and potentially integrate with the Datatel Student Information System for one A&M System member.
 - 3.1.2.4 Provide students with course information, announcements, grades, and course assignments by integrating directly with Blackboard's LMS web services for Texas A&M and integrating with other web services for other A&M System members.
 - 3.1.2.5 Display campus maps, with easy extensibility to add new layers, points of interests, landmarks and more. Maps should be easily integrated with any other features in the mobile solution, including directory, class registration (SIS), and courses (LMS)
 - 3.1.2.6 Display multiple external social feeds such as Twitter and Facebook.
 - 3.1.2.7 Display multiple external video feeds such as Vimeo and YouTube.
 - 3.1.2.8 Display multiple external image feeds such as Picasa, Flickr, and Instagram.
 - 3.1.2.9 Support browsing or searching for events.
 - 3.1.2.10 Display multiple news feeds from A&M System members.
 - 3.1.2.11 Display dining options with menu, map locations and dining hours.
 - 3.1.2.12 Search for employee contact information and add contacts to native devices.
 - 3.1.2.13 Provide critical or emergency information.
 - 3.1.2.14 Support a curated interactive virtual or walking tour, with the added ability for the A&M System members to easily author a mobile tour without requiring technical skills. The Tour must be an off-the-shelf product which allows any non-technical user to author, modify, enhance and update the mobile tour at will, for use on any mobile device, including native iPhone and Android (including Tablets), and mobile web for both devices and tablets.
 - 3.1.2.15 Display multiple calendars feeds from A&M System members and display weekly or monthly views, in addition to adding events to native calendars

3.2 Accessibility

- 3.2.1 Electronic and Information Resources, EIR, accessibility requirements from Texas Administrative Code, Title 1, Chapter 206 and Chapter 213 and technical standards from Section 508 and the Web Content Accessibility Guidelines (WCAG) 2.0 have been determined to apply to this RFP. The mobile framework and products created by the framework shall deliver applications that are accessible to users with

disability (i.e., Section 508 and WCAG 2.0 compliant). RESPONDENTS must describe how the EIR product deliverables included as part of the service requirements meet at least those technical provisions identified as applicable in the attached Voluntary Product/Service Accessibility Templates (VPATs).

For EACH applicable EIR category, RESPONDENTS should provide the following accessibility information by way of Voluntary Product Accessibility Templates (VPATs) (See Exhibit C - EIR Accessibility Instructions for completing VPATs) or other equivalent reporting templates. RESPONDENTS must describe how the EIR product deliverables included as part of the service requirements meet the following requirements.

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

EIR Category	Technical Accessibility Standards	Section 508 equivalent
Software Applications and Operating Systems	<u>1 TAC §213.30</u>	36 CFR §1194.21
Websites	<u>1 TAC §206.70</u> <u>Web Content Accessibility Guidelines (WCAG) 2.0, Level AA</u>	36 CFR §1194.22
Telecommunications Products	<u>1 TAC §213.31</u>	36 CFR §1194.23
Video and Multimedia Products	<u>1 TAC §213.32</u>	36 CFR §1194.24
Self-Contained, Closed Products	<u>1 TAC §213.33</u>	36 CFR §1194.25
Desktop and Portable Computers	<u>1 TAC §213.34</u>	36 CFR §1194.26

- 3.2.2 The RESPONDENT shall describe how their organization designs and tests for accessibility as part of the mobile web app design and development.

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

3.3 Customizable UI / UX

- 3.3.1 RESPONDENT must offer a large variety of user interface styles that can be easily exchanged throughout the lifecycle of the mobile app. Please include screen style options (including ones branded with the colors and themes of A&M System members if possible), and how the system may be modified over time. Also include examples of other customer apps, and the different branding, styles, looks, and user interface systems that can be implemented.
- 3.3.2 The solution shall allow for campus branding, including logos, word marks, colors, fonts, spacing and font sizes. Please explain how this is done.
- 3.3.3 The system shall support multi-campus and/or multi-role configurations of the mobile app. This feature must be configurable through an administration console and not require custom implementation.
- 3.3.4 The solution shall allow the ability to brand different campus locations with a separate theme including a different logo, color, fonts spacing and font sizes for each campus. Each of these different campus

locations and user interfaces must be easily available through a common mobile app, using the multi-site feature described earlier. Please explain how this is done.

- 3.3.5 The system shall support partitioned tablet and desktop views. Please provide examples.
- 3.3.6 The system must allow dynamic and portable edits to the core modules (e.g., the headers or footers). Such edits should be able to include: links to other modules or responsive web pages, video, text, phone numbers. These edits must be available to non-technical administrators, so that modifications to the system can be produced at will by the A&M System members, for immediate availability on all mobile channels, including mobile web and native, phone devices and tablets
- 3.3.7 The system shall provide an app assembly and publishing tool for business or non-technical users. This tool should make it very easy to combine multiple modules, new content and media, and responsive web design pages into a complete app experience. Publishing and updating the application (both native and mobile web, small device and tablet) should be possible at any time, in real time, without returning to the app store.
- 3.3.8 The system shall provide an administration console that allows both IT personnel and non-technical users on campus to add to the mobile solution and in addition to providing the ability to customize the applications. The system should allow multiple roles to be delegated, with permissions set to control access.

3.4 Mobile Framework

The vendor must demonstrate a robust mobile framework to support custom campus development as follows:

- 3.4.1 The Vendor shall provide programmable source code, and the ability to support the development, extension, or customization of standard modules at the source level, which may be implemented directly by the A&M System. Explain how this customization works, and what training is provided. Also, please explain how customizations can be done without programming or technical skills.
- 3.4.2 Vendor shall provide an architecture overview of their framework and describe how a campus would extend the application to meet specific critical needs that are not part of the delivered application.
- 3.4.3 Vendor shall supply an extensible middleware platform that is designed to aggregate data from web services, including web services that will not be provided under this project. Explain how this is done.
- 3.4.4 Platform should allow the combining of data sources and deep-linking of modules for a seamless user experience. Explain how this is done.
- 3.4.5 The system shall have ability to release new modules or features to users without re-submitting native app versions to app stores over and over again. Explain how this is done.
- 3.4.6 Vendor shall provide details about support processes for the A&M System during development and post-implementation.

3.5 Native Support

Supports native on phone devices and tablets (Apple iOS, and Android) and Mobile Web

- 3.5.1 The mobile framework shall allow the campus to deliver apps that run natively on Apple iOS and Google Android, for both phone and tablet devices. Support must also include a mobile web version, which is optimized for both small and large devices (including Tablets and Desktop).
- 3.5.2 Describe how mobile apps simultaneously support both mobile web and native.

3.6 Secure authentication

- 3.6.1 Since the applications will display or update student specific data, the application shall have secure authentication that interacts with campus authentication methods. The interaction between the device and the authentication mechanism shall be encrypted. Describe how authentication is implemented in your application, including whether the vendor supports SSO authentication with AD, LDAP, Shibboleth, SAML and/or CAS.

3.7 Cross Module Searching

The system shall support full site cross module searching.

3.8 Higher Education Users

The solution shall have some higher education users that are currently using the solution to deliver mobile student services. Please highlight other higher education mobile systems that reflect the capabilities required in this document, with screen shots of each feature.

3.9 Vendor Community and Sharing

Provide any information about the vendor community, and the ability to share extensions.

3.10 Branding and Special Features

Explain how the solution can be differentiated from other higher education users by branding, special features, etc.

3.11 Additional Options

Explain other options that are available, such as real-time shuttle tracking, indoor maps, or any other features of interest.

3.12 Maintenance and Support

Explain how vendor will provide maintenance and support, including the provision of updates and response to email support inquiries from the A&M System and its end users. Please detail guaranteed response time to product performance issues and software updates.

3.13 Qualifications

The following areas will be considered in determining the qualifications of the Mobile Application services provider. RESPONDENTs shall address all other areas described below:

3.6.1 The RESPONDENT's overall experience and expertise in the services offered.

3.6.2 The RESPONDENT's overall experience and expertise for the services offered in the higher education market.

3.14 Proposal Submittal Details

In their proposal, RESPONDENTS shall address all of the areas described in each of the sections above and labeled accordingly. Additionally, the following items must be included in each proposal:

3.14.1 A detailed explanation of the proposed services, including a comprehensive description of the services provided.

3.14.2 An implementation plan including a time schedule.

3.14.3 A description of the components (software, web portal, servers, etc.) comprising the RESPONDENT's services.

3.14.4 A detailed explanation of the training included.

- 3.14.5 A description of how service upgrades are handled.
- 3.14.6 Provide information on warranty offered for product and service. Reference Section 6: General Terms and Conditions, AA. Warranties.
- 3.14.7 Proposal shall name key staff who will service this account. Include names, titles, addresses, email addresses, phone numbers and brief biographies of individuals who will be assigned to this project.
- 3.14.8 **PRICING:** RESPONDENT shall submit a pricing proposal based on the requirements stated in this RFP. Costs shall be itemized; for example, subscription/license fees (per user or FTE), implementation costs, etc. If any fees are to be paid annually, provide the cost and/or basis for the annual cost through year 5. Also include costs for any other services offered that may add value to the scope offered.

SECTION 4 – RESPONDENT’S COMPANY QUESTIONNAIRE

The RESPONDENT recognizes that in selecting a supplier, 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 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.

4.2 References

RESPONDENT must furnish at least three (3) references from current customers with a similar scope of work with at least one being from an institution of higher education. Each reference shall contain at least the following:

- Company/Agency name & address:
- Contact Person Name & Title:
- Contact phone number:
- Contact email:

SECTION 6 - 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 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.

- B. **GOVERNING LAW:** RESPONDENT agrees that, in the event of a dispute, laws of the State of Texas will prevail.
- C. **NON-DISCRIMINATION:** The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, genetic information, veteran status or disability protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a submittal, RESPONDENTS certify that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended.
- D. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting a state of qualification, the RESPONDENTS certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
- E. **DEBARMENT STATUS:** By submitting a 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.
- 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 contract. The RESPONDENT agrees to protect the State from claims involving infringement of patents or copyrights.
- G. **RESPONDENT LIABILITY:** The RESPONDENT will be liable for any associated costs of repairs for damage to buildings or other TAMUS property caused by the negligence of the RESPONDENT's employees.
- H. **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 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.

- 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: All RESPONDENTS must comply with applicable civil rights laws.
- K. NON-COLLUSION CLAUSE: The Non-Collusion Affidavit found in **EXHIBIT B** must be executed as a part of the RESPONDENT's submittal.
- L. ENTIRE AGREEMENT: A contract agreement, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing, and will contain all the covenants and agreements between the parties with respect to the subject matter of the contract agreement. Any amendment or modification to the contract agreement must be in writing and signed by the parties hereto.
- M. SEVERABILITY: It is understood and agreed that if any part, term, or provision of the contract agreement is by the courts held to be illegal or in conflict with any law of the State of Texas, the validity of the remaining portions or provisions shall be construed and enforced as if the contract agreement did not contain the particular part, term, or provision held to be invalid.
- N. MODIFICATION OF SERVICE: 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.

- 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 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.

- Q. **CONFIDENTIALITY:** In accordance with the Texas Public Information Act, Submittals could be subject to public review after the contracts have been executed. RESPONDENTS responding to this submittal are cautioned not to include any proprietary information as part of their submittal unless such proprietary information is carefully identified as such in writing, and 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.

- R. **OWNERSHIP OF DOCUMENTS:** Upon completion or termination of any contract 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 The Texas A&M University System (TAMUS). 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. 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

A. 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

B. Automobile Liability

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

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

Additional Endorsements

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

C. 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 or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement

D. 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 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 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 11.

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:

Patty Allison
301 Tarrow Street, Room 359
College Station, TX 77840
Email Address: pallison@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 System member 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 The Texas A&M University System that the technology provided to The Texas A&M University System for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired for purposes of the paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology either directly by features incorporated within the technology or by TAMUS Office for HUB and Procurement Programs has recently established.

EXHIBIT A**EXECUTION OF OFFER****RFP01 MKTG-15-019****DATE:**

In compliance with this RFP, and subject to all the conditions herein, the undersigned agrees to furnish any or all commodities or services.

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 qualifications. 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 qualifications or any agreements or other contractual arrangements, which may result from the submission of RESPONDENT's qualifications. 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 Qualifications 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 Qualifications or any subsequent proposal. Failure to sign below, or signing a false statement, may void the Response or any resulting contracts at the Owner's 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 The Texas A&M University System;
- (v) RESPONDENT has not been an employee of the A&M System within the immediate twelve (12) months prior to the RFP response;
- (vi) no compensation has been received for participation in the preparation of this RFP (ref. Section 2155.004 Texas Government Code);
- (vii) all services to be provided in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;
- (viii) RESPONDENT complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;

- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of The Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;
- (x) each individual or business entity proposed by RESPONDENT as a member of its team that will engage in the practice of plan administration 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
RFP01 MKTG-15-019**

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 The Texas A&M University System ("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: _____