



# THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

## **REQUEST FOR PROPOSAL LEARNING MANAGEMENT SYSTEM**

**RFP NUMBER: RFP01 CIO-17-007**

**PROPOSAL MUST BE RECEIVED PRIOR TO:  
2:00 P.M. Central time (CT) on June 13, 2017**

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

**The Texas A&M University System  
HUB & Procurement Programs  
301 Tarrow 3<sup>rd</sup> 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. Proposals and any other information submitted by RESPONDENT in response to this Request for Proposal shall become the property of TAMUS.

### **REFER INQUIRIES TO:**

**Jeff Zimmermann, Director  
The Texas A&M University System  
HUB & Procurement Programs  
301 Tarrow 3<sup>rd</sup> Floor  
College Station, TX 77840**

**Email: [jjzimmermann@tamus.edu](mailto:jjzimmermann@tamus.edu)**

All proposals shall become the property of the State of Texas upon receipt. Proposals may be subject to public review after contracts have been executed. **Refer to Section 2.7 for more information regarding public information.**

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## SECTION 1 - INTRODUCTION

### 1.1 Scope

The Texas A&M University System (TAMUS) Office of Information Technology (IT) has a need to implement a learning management system (LMS) to ensure we have the best available tools for our faculty and students to improve their teaching and learning processes. In addition, TAMUS IT wishes to insure the solution is robust enough to support any Member in the A&M System, assist with the change management process of consolidating systems, enable the faculty at a single institution to only learn one (1) system to meet all of their teaching and learning goals, and accomplish all of this with a sustainable economic process. TAMUS is seeking proposals to select RESPONDENTS to provide the LMS as described in Section 3.

It is the intent of this RFP to establish Master Agreements with more than one qualified RESPONDENT for the requirements listed. These Master Agreements will allow each TAMUS member (Member) the discretion to adopt the LMS according to its needs. Any resultant agreement may allow for more than one Member contract to be established.

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

### 1.2 Background

The Texas A&M University 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. More information about the A&M System can be found at <http://www.tamus.edu/about/>.

### 1.3 Priorities/Expectations

RESPONDENTS should note the following priorities/expectations with regard to the possibility of 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. RESPONDENT shall provide information describing the RESPONDENT’S managed services and project execution experience, including the experience of the resources, account managers, and other key personnel on similar engagements, including past experience within The Texas A&M University System.
- (c) *Delivery Efficiency as it Relates to Total Costs.* RESPONDENT must demonstrate its ability to deliver the required solution in a cost-effective and timely manner while not sacrificing the quality required by a Tier I research System.
- (d) *Financial Stability.* RESPONDENT must demonstrate its financial stability and capabilities in providing the required solution.

### 1.4 Performance Period

Should TAMUS, in its sole discretion, enter into a Master Agreement with the successful RESPONDENT(S) as a result of this RFP, the agreement shall be effective upon execution for a period of three (3) years. The agreement may be extended for one additional two (2) year term, providing all parties mutually agree in writing on the

extension. Any extension 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.

Each Member choosing to implement the solution from one of the Master Agreements will be responsible for establishing a contract to define the terms of the implementation and annual licensing.

## SECTION 2 – INSTRUCTIONS FOR RESPONDENTS

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

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 [jjzimmermann@tamus.edu](mailto:jjzimmermann@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. All questions regarding this RFP should be presented in writing to the email above. **Deadline for submission of questions is by 5:00 p.m. CT May 26, 2017.** 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	May 16, 2017
Release of Addendum (if applicable)	May 23, 2017
Deadline to Submit Questions	May 26, 2017
Release of Addendum (if applicable)	May 31, 2017
Responses Due	<b>June 13, 2017 by 2:00 p.m. CT</b>
Demonstration/Presentation by selected finalists	TBD
Selection of Respondent	TBD

\* TAMUS will make every effort to adhere to the above schedule. The schedule, however, is subject to change.

This may be in the event that further clarification of responses or terms of contract are in the best interest of TAMUS and/or in the event TAMUS requires more time to assure that the selection of the RESPONDENT is in accordance with its policies, rules and regulations, as well as actual timing needs.

## 2.2 Examination of the Request for Proposal

Before submitting, each RESPONDENT will be held to have examined 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 Submittal Instructions and Delivery of Submittals

All submittals must be received by TAMUS, no later than **2:00 p.m. CT, June 13, 2017** in a sealed envelope or box marked "**RFP01 CIO-17-007 LEARNING MANAGEMENT SYSTEM**".

**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, 3<sup>rd</sup> Floor, Suite 366  
College Station, TX 77840  
Attn: Jeff Zimmermann**

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) – signed and notarized
- ✓ Section 3, all requested information must be provided and all requirements must be met
- ✓ Section 4, Proposal Response
- ✓ Section 4.5, HUB Subcontracting Plan

**RESPONDENT shall provide one (1) original copy, two (2) 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) original 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 and address, and the RFP number and opening date.

Submittals are to be submitted as a booklet or in notebook form with appropriate indices. Each submittal should be prepared simply and economically, providing a straightforward and 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) at the following site; [http://esbd.cpa.state.tx.us/sagencybid.cfm?startrow=1&endrow=25&ag\\_num=710&orderby=Agency](http://esbd.cpa.state.tx.us/sagencybid.cfm?startrow=1&endrow=25&ag_num=710&orderby=Agency) . 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 addressed by a formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

## **2.6 Selection Process**

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

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.

The most qualified RESPONDENTS as determined by TAMUS MAY BE REQUIRED to present the solution proposed to the evaluation committee before the final selection(s). Presentations/demonstrations may be presented on-site at 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.

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 will perform reference checks and seek further information, as needed from all RESPONDENTS whose proposals TAMUS, 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 and authorizes the organizations to provide such information to TAMUS 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. Any negative responses received from reference checks 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.

## **2.7 Public Information Act**

- (a) RESPONDENT acknowledges that TAMUS is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this RFP, as well as any other disclosure of information required by applicable Texas law.
- (b) Upon a TAMUS written request, RESPONDENT will provide specified public information exchanged or created under this RFP that is not otherwise excepted from disclosure under chapter 552, *Texas Government Code*, to TAMUS in a non-proprietary format acceptable to TAMUS. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TAMUS has a right of access.
- (c) RESPONDENT acknowledges that TAMUS may be required to post a copy of the fully executed Agreement as a result of this RFP on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.



## SECTION 3 – SCOPE OF WORK

Ease of accomplishing a task will be included in the evaluation of every response within the Scope of Work. Discuss the steps to accomplish each task whenever possible. The Learning Management System offered **must** meet the requirements stated in each section below:

### 3.1 Grading

The ease, speed, and reliability of grading are of key importance in an LMS. Please describe the grading process for every activity tool in your system. Include a review of using rubrics and the grade tool which addresses each of the following items:

- a. Rubrics are a tool and effective strategy for grading in an LMS. Respond to each of the following questions regarding rubrics in your system
  - i. Include how rubrics may be used in long answer quiz questions, student-submitted documents/assignments, and discussion postings.
  - ii. Can rubrics be created that students see before beginning and during completion of their related assignments?
  - iii. Can rubrics be used for peer evaluation, tracking the completion of the rubric by a second student?
  - iv. Can rubrics be used for official grading in the tool while having it viewable from the rubrics tool and the grades tool?
  - v. Discuss the process for setting up peer review using a rubric
  - vi. In discussions and dropboxes/assignments, can dates be set for the first draft or posting and then later dates be set on the same activity for reviews and replies
    1. Explain how this may be handled for asynchronous discussion threads where different aspects of the assignment may have different dates that need to be quickly reviewable for grading.
  - vii. Are your rubrics embedded next to students' work, or is it displayed in a separate window? Please include a screen shot of the grading process when using rubrics so that the placement of the rubric, as it relates to the student's work, is clear.
  - viii. How do your tools handle inter-rater reliability on assignments?
    1. Can the student's name be masked in a course site?
    2. Can an assignment be graded without knowing who wrote it?
    3. Can an assignment be graded twice without either grader knowing the previous grade?
  - ix. Can a rubric be copied to use within course for other assignments?
  - x. Can a rubric be copied to use in other courses?
  - xi. Are rubric criteria re-usable in multiple rubrics, or is each rubric stored as a self-contained whole?
  - xii. If a rubric error is identified after grading has begun, can the rubric be 're-keyed' without losing data?
  - xiii. Describe workflow.
  - xiv. How does the system manage versioning in rubrics?
    1. Versioning within a single course site as the language in criteria or weights are tweaked
    2. Versioning as the rubric is copied to multiple course sites
    3. Versioning among multiple authors in a single course site
    4. Versioning as students work is graded against a version with a spelling mistake, and then after that mistake is edited and assignments continue to be graded against the newly revised rubric
- b. An effective and user friendly grade tool is necessary in an LMS. Describe the grade tool in your system LMS and the ease of its use for both faculty and students. Include a discussion of each of the following:
  - i. Does your grade tool allow for multiple scoring calculations in a single course site?
    1. Example 1: One calculation for undergraduate students and another for graduate students that co-exist in a single course site; or one calculation for honors students and another for regular students that co-exist in a single course site.
    2. Example 2: On week 4 there is a quiz with a single question that asks students if they prefer to take a multiple choice exam or writing assignment. Each student makes a choice that then informs

the grade tool how to calculate the final grade in both a points-based grade book and a percentage grade book.

- ii. Does your grading system handle mastery-oriented grading schemes easily versus percent or points-based systems?
- iii. Can your grading system handle multiple-variations of an assignment within a single column within the gradebook?
- iv. In a discussion tool there are unique grading situations: the initial post, the reply from one student to another and a response to the critique by another student. How does your system handle the grading process of multiple posts in a single discussion assignment?
  1. Can you grade within the discussion post(s)?
- v. Can you bulk upload grades from an external spreadsheet into the gradebook of LMS?
- vi. Can grading be done in groups (i.e., the instructor's grade on a group project automatically applies to the students within that group)?

### 3.2 Administration/Customization

- a. Providing examples of quality work for students to review is an effective means of setting high standards for student work. Respond to the following:
  - i. Does your system provide a workflow for letting students provide 'consent' for there to be seen by other students
  - ii. Can instructors highlight a submission as a great example so that other students can understand what is expected of them?
  - iii. Can your system allow students to accept or decline participation in research based on their course activities?
  - iv. Does it allow faculty researchers to identify all, and only, consenting students' work for use in research about (i.e.) teaching effectiveness?
- b. Can course section groups be created when multiple sections of courses are merged into one course site?
- c. Please describe the process an instructor goes through for recovering from an accidental deletion. Include the steps for recovering course materials, course announcements, discussion posts, entire discussion threads/topics, quiz questions, quizzes, dropbox/assignment folders, and grade columns including the scores in the column.
- d. Does your system have roles for advisors, success coaches, or other members of campus? Describe these roles and how they are used. Typically in these situations, the advisor's relationship is not with students within the course, but with some of the students across many courses. Can your system allow an advisor to see the correct students' progress in courses without showing them all of the students in a course?
- e. What level of customization can be done to the course site by the administrators, instructors and students?
  - i. This might include colors, logos, fonts, CSS, lists of available tools, names of tools, placement of tools, and messaging from tools.
  - ii. What level of customization exists for each instructor and student?
  - iii. Can an individual student take a tool that was placed on the screen by an administrator or instructor and remove it from their screen? Can they add a tool they find more value in?
  - iv. Can the student set a color scheme or font size for themselves?
  - v. Can they change the wording of push notifications and SMS messages?
  - vi. Is there a "preferred name" option for users if they prefer not to go by their legal name?
- f. Does LMS have a landing page that can serve as a secondary login page for users that syncs with portal credentials?

### 3.3 Scheduling

- a. How is late work scheduling handled in your system?
  - i. Can customizable due date and/or content access notification for only specified students be set?
  - ii. Can a secondary date be set for work submitted later so that students can still submit assignments for partial/full credit?
- b. What happens in your system for students that miss one step such as what is described in the following scenario? Is there a way for the faculty and students to quickly recover?

- i. Scenario: 1,000 student course with the final 100 students adding the course at the start of week 2. Week 2 is set not to display until week 1 quiz is complete. Week 1 quiz closed on Friday of week 1. How would the instructor move forward and how would the student move forward? (Please provide an answer for all 3 of the following activities a quiz, discussion post, and a dropbox/assignment submission.
- ii. Please describe each tool's notifications schedule. Do students choose from preset choices or can they personalize the schedule to their individual preferences?
- iii. Does your system have a customizable notification feature (enable/disable/specific users) i.e. open or extend dates for 1 student but doesn't notify for entire class?

### 3.4 Learning Styles

- a. What does your system provide related to the ideas of adaptive learning, individual learning, mastery learning, and competency based education? Please provide a few examples of these learning styles in action, along with answers to the questions below:
  - i. How may courses be set up to be self-paced? In what ways can an instructor create learning paths through their courses?
  - ii. How may an instructor scaffold the learning process by gatekeeping stages based on completion of prior stages?
  - iii. In what ways can they gate keep access between materials, activities, and grades to set up learning paths?
  - iv. What are the types of conditions available for gatekeeping?
    1. Are you limited to start dates, end dates, and an on/off manual switch?
    2. If you have other mechanisms such as group enrollment, section enrollment, completion status in written assignments, discussion posts, or grades, then please specify all types.
    3. What conditions can you use to group students for assigning group work and providing group feedback?
  - v. For materials that students do not yet have access to, can students see these items so they know they exist, with a message that explains why they are not yet available, or are these "future" materials simply absent from the students' screens?
  - vi. Do you have a graphical representation in the course site that shows instructors and students where they are in the structured process and what the complete course looks like?
    1. Is there a status bar that explains where the student is in that subset of material and activities?
    2. How does an instructor declare what is in that subset of conditionally released materials?
  - vii. For materials that students have already completed, can your system mark those materials as completed or partially completed by using icons or a color marking system?

### 3.5 Learning Objects Repository (LOR)

- a. A Learning Objects Repository (LOR) provides for instructor collaboration in the development of course content and the use of master courses. Please respond to each of the following:
  - i. Does your system contain a learning object repository (LOR) or do you have a partnership with a specific LOR that integrates with your product?
  - ii. Can you harvest objects from other LORs such as MERLOT?
  - iii. Can an entire course site be sent to the LOR and then imported into a second course? In this example, if there is a quiz or gradebook included in the import are they still attached to the LOR and updatable from the original course site or are they now copied into the new course site and separated?
  - iv. Discuss how content can be shared across courses and what types of control someone can have over that content.
  - v. After the initial push of materials, how can content be updated in a "master course site" once and then pushed out to all connected courses?
    1. How many course windows can be opened concurrently to ease this sharing process?
    2. Does the instructor have to sign in with credentials for each course separately or can the instructor assess multiple courses with a single sign-in?

- vi. What materials can be edited by the individual faculty in their specific course sites after the materials were pushed into it from a “master course site”?
  - 1. If an activity such as discussions or quizzes is pushed out of the LOR into a second or third course site and then the instructor wants to make a change, are discussions and quizzes still connected or did I push out a copy that is no longer connected to the LOR?
- vii. Some items in a course are edited by the faculty and some by teaching assistants. How can a teaching assistant responsible for specific groups/sections of students make materials available to their students only?
  - 1. Can TAs mistakenly add something that is seen by all students?
  - 2. Can TAs do this for course materials as well as activities?
  - 3. Can certain columns in the grade tool then be tied to the section with unique section weights for that category of items?
- viii. Can users export their content/learning objects from the LOR?

### 3.6 Exams/Question Banks

- a. Respond to the following related to exams and question banks.
  - i. Does your system have the ability to handle question banking (the act of randomly pulling questions for each student from question pools)?
    - 1. If your system supports question banking (the randomly pulling questions from multiple banks for a single quiz) then is there any looping back of analytics from students answering questions in past iterations of a course resulting in a “difficulty score” for each question? 2. Can this score then be used as part of the randomizing and selection of questions for future students?
  - ii. Is there an editable ‘preview’ that allows online exam creators to find and fix errors in questions, as well as answer keys, from a single view, rather than having to drill down question by question?
  - iii. How does your system handle the grading of quizzes and exams involving large question libraries and randomized question sets? Example: A question library of 150 items, presented to students in 3 groupings with 50 questions being available in each grouping and 10 questions being pulled for each grouping in a random order. How does the instructor:
    - 1. Find a mis-keyed question to edit/rekey it?
    - 2. Go from finding the item to editing the text or properties of the item?
    - 3. Regrade the existing student attempts (correct the grading)?
    - 4. Ensure that the edited/corrected item is stored in the question library?
    - 5. Log that a change has been made, when and by whom?
    - 6. Upload multi-media content (provide list of compatible file types)?
    - 7. Create mathematical equations (provide list of compatible Math languages and softwares)?
  - iv. Does your system have a native exam authoring tool? Can an exam be created from an external data source (eg: Word or PDF document)?
  - v. Does the LMS have simplistic preventative cheating mechanisms for exams/quizzes?
    - 1. Ability to randomize questions without being in a pool.
    - 2. Ability to randomize answers within or without being in a question pool.
    - 3. Provide a list of the type of assessment questions available.
    - 4. Ability to auto save and submit exam/quiz once time expires.
    - 5. How often is an exam/quiz auto-saved while taking the exam/quiz?
    - 6. Ability to see in real-time who is currently taking the exam?
  - vi. Exam/Quiz – Total Points Error Check
    - 1. Example. If a quiz/exam has 25 questions worth 4 points each equaling 100 points but the instructor goes into the Gradebook and says the quiz/exam is worth 200 points. Will the new LMS notice the discrepancy between the total points on the quiz/exam in the quiz/exam and the Gradebook? Conversely, if the quiz/exam is worth 200 points (50 questions, 4 points each) but the instructor goes into the Gradebook and says the quiz/exam is worth 100 pts. In the first scenario, the student will receive a lower grade (100/200, rather than 100/100). In the second scenario the student will receive a higher grade (185/100 rather than 185/200). These are real scenarios that need to be recognized by the Gradebook and provide an error message.

- b. What is the management of quizzes and exams during the time in which they are available?
  - i. Can errors be fixed while students are taking the quiz with their screens being updated?
  - ii. For some of the students who have not yet started do they see the new version?
  - iii. Can errors be fixed after all students have submitted with the fix saved for future attempts? Can the fix be made on the screen you are grading?
  - iv. How does the system manage versioning in exams?
  - v. Does your system support adaptive testing, meaning that the test adapts to the performance of the student each question at a time?
  - vi. Does your system have the ability for the Gradebook to dynamically record score by: last attempt, most recent, highest score, and/or average of attempts?
- c. Describe the ease of use in respect to adjusting exam/quiz time for students with time accommodations. (30 exams, 6 students in the course, how is exam time allowed adjusted to meet student accommodation and consider students who may require time and a half or double time extensions in the same course).
  - i. Can the software open an exam for a student before it opens it for the entire class?
  - ii. Is time extension set at a course level or can admin set at user profile level?
- d. Does your system provide previews in each tool or is there a general preview that allows you to be in the system as a true student account that can walk through conditionally released content, submit assignments, be graded, and then view those grades without impacting the statistics for that course site?

### 3.7 Communication

Communication between various rolls within a course and across courses creates an engaging learning environment. Respond to the following:

- a. Does your system provide for the following instant messaging (chat) features:
  - i. Change profile status from “Available, Invisible, Busy, etc.
  - ii. Ability for private instant message (chat).
  - iii. Ability to see only students in particular course shell/section
  - iv. Ability to all students of program/node
- b. When a student’s name is displayed in a roster, dropbox/assignment, discussions, quizzes, and grades, can an instructor communicate with them in the previously mentioned ways or only in some of the ways? If this is different for each tool, then please specify.
- c. How does your system facilitate communication between each of the following roles?
  - i. Instructor to student communication
  - ii. Student to instructor communication
  - iii. Student to student communication
  - iv. Instructor to instructor (especially with regards to course design and mentoring)
  - v. If your system has roles for advisors, success coaches, or other members of campus, then please include these in your response. Typically in these situations, the advisor’s relationship is not with the course, but with some of the students across many courses. Can your system allow an advisor to see the correct students’ progress in courses without showing them all of the students in a course?
- d. Are there novel items in your system that may be used to create community or integrate with social media for students to build connections outside of the LMS for studying and projects?
- e. Is there the ability for users to add an additional email address to their profile to receive notifications and other communications?

### 3.8 Other Capabilities

#### Video/Audio Messaging

- a. Does your system allow instructors and students to create video and/or audio messages?
  - i. Please describe how students can leverage MP4 and MP3 recordings in your system.
  - ii. Does your system have the ability to record, edit, and caption them?
  - iii. Can they be submitted as part of a Quiz, discussion post, or dropbox/assignment submission?

#### Mobile Capabilities

- b. Please describe how the 10 most popular tools in your system function on smart devices (iOS and Android phones) and tablet native applications.
  - i. Please describe what portions of your native mobile applications are accessible through the device's built-in accessibility features (VoiceOver and Zoom on iOS and TalkBack on Android).
  - ii. Does system allow finger-print sign in for mobile platforms?
- c. Please describe what can be done through HTML5 or a web responsive design in a browser on an iOS or Android phone or tablet.
- d. Please describe what can only be done through a browser on a Mac or PC computer, both from an instructor and student perspective.
- e. Does your system allow users to interact in an 'offline' mode with materials and activities and then sync upon connectivity being re-established?
- f. In what ways are you integrated with 3rd party apps, such as book publishers and discipline-specific homework solutions, with regards to them returning the clickstream data back to the LMS? Discuss your road map for the Caliper standard. (<http://www.imsglobal.org/caliper/>)

### **Course Authoring**

- g. Respond to each of the following items regarding course authoring:
  - i. Does LMS have the ability to produce flashcards, storyboards, and games? Are multiple file types supported to build content and easily integrated? Are there file upload features with options for loading one file at a time or multiple files via zipped folder? Is there Drag & Drop file functionality?

### **Discussion Forums**

- h. Respond to the following items regarding discussion forums:
  - i. Are discussions shown on homepage/dashboard? If so, can users respond from homepage/dashboard and still have the activity tracked?
  - ii. Can you grade within the discussion posts?
  - iii. How are discussions displayed/filtered? (i.e. preview mode, nested, by name, by date and time, etc.)?

### **Academic Integrity**

- i. Discuss how each of your activity tools (Dropbox/Assignments, Discussions, Quizzes, etc.) attempt to identify and display suspicious behavior that may indicate cheating has occurred.
- j. Which tools in your system are sending information to TurnItIn, or a comparative product, for similarity scores? Examples may include long writing assignments, discussion posts, or long answers in online exams.
- k. Does your system contain native functionality for remote proctoring by recording the screen, camera, and microphone? Can your system send identity challenges or lock down screens for online exams? If you cannot do these things through native features in your system, then please include the vendors that you have partnered with that can provide this functionality.
  - i. Have your native remote proctoring tools been tested/verified for accessibility for individuals with disabilities who may be using assistive technologies
  - ii. In a course site, are there easily viewable reports that include time stamps for starting and submitting, total time on task, IP addresses, and re-entering for online exams?
  - iii. Can teaching assistants be granted proctoring privileges for exams?

### **Collaboration**

- l. In what ways can groups of students collaborate to create materials through the tools in your system?
  - i. In what ways can groups collaboratively work on creating presentations?
  - ii. In what ways can an instructor provide feedback to a group and in what tools can group feedback be provided?
  - iii. Is there a native synchronous video-conferencing tool? If so, does it archive?

### **ePortfolio**

- m. Does your system provide a native eportfolio tool? If not, provide the name of the ePortfolio vendor

- i. What happens to the students' materials upon graduation? Student's portfolio can be archived and/or exported.
- ii. Would it be possible to integrate the course assignments with our third party ePortfolios? Which ones?

### **Gamification**

- n. Does your system support gamification and in what ways?
  - i. Does the system have any gamification such as Leaderboards, badges, or point totals outside of the gradebook?
  - ii. Is there a known preferred product that can integrate into the system that will provide these tools?
  - iii. Is there a plan for the system to introduce these in the near future?

### **Other General Capabilities**

- o. Does your system have the capability where an instructor may toggle between Instructor (authoring) view and a "true" student view to see exactly what a student will see anywhere in the course (i.e. content release, gradebook, etc.)?
- p. What browsers does your LMS support? How does your system respond to the ongoing changing in browser versions?

## **3.9 Analytics, Surveying and Reporting**

### **Survey Creation and Reporting**

- a. Does your system have a native capacity for creating, hosting and analyzing of online surveys or do you have a partnership with a vendor that integrates these capabilities? Include a discussion as to whether or not your system or third party integration supports survey capacities to include paper, online and smartphone; and whether or not, it includes any response rate incentives or QR codes to increase the number of contacts, opportunities with participants, the ability to personalize survey invitations, and means for establishing message trustworthiness.

### **Analytics and Reporting - Tool and Course Level**

- b. Describe the types of analytics and reports your system provides at the tool level and at the course level, including:
  - i. Student activities in the LMS
  - ii. Time on task – (i.e. per question on each quiz, duration of actually interacting with content.
  - iii. Grades from quizzes or gradebook
    1. Exam Level statistics – overall and question level
  - iv. Time stamp verification on submissions and activities such as discussion boards, at initiation and completion
  - v. System usage by teaching team members (e.g., teaching assistant activity, who did what and when)
  - vi. Can an instructor adjust the scales to create a better understanding of what happened
  - vii. Analysis across courses
  - viii. Analysis across cohorts of students
  - ix. Student-facing indicators of progress toward course completion to include faculty and student progress dashboards
  - x. System log in history of a user
  - xi. Course log in history of a user
  - xii. Instructor Metrics – (1) engagement (eg. time spent logged into online course, number of instructor posts) and (2) Student completion and persistence rates.
  - xiii. Predictive Analytics Tools:
    1. Does your system include estimated probabilities of course success which could then be translated to at-risk warning levels/triggers for instructor, success coaches and/or the student based on past student performance/behavior (course login, site engagement, course progress, etc.)?

2. Are there tools in the LMS for instructors/success coaches to launch proactive interventions at any point in the course to assist students who might need extra help?
  3. Does your LMS afford opportunities to integrate student engagement measures and/or student engagement styles into the assessment of students' work?
- c. What type of information is available for each tool, and within the course, that may help faculty understand what students are spending time on and who is at risk for a low grade or not completing the course? Can an instructor adjust the scales or sort results to create a better understanding of what happened?
  - d. How often is each report updated? Can I export data at will, daily, weekly, monthly? Provide list of file formats that data can be exported as (i.e. SPSS, .csv, .xls, .pdf, etc.).
  - e. Once the data has been exported from a quiz, what level of processing is required before a point biserial correlation can be completed? Is this information already in your system and available to instructors and students?
    - i. Can a correlation be computed between attendance and exam grades after importing both series into the software?
    - ii. Is there an automated, systematic early-alert system that would allow faculty to identify quickly when a student has fallen behind or is showing signs of struggle? Is there some sort of tool/dashboard that automatically tells the student if they are on track, or if they have fallen behind in the course?
    - iii. Can grade distribution be analyzed at the classification level?
    - iv. Can grade distributions be analyzed at the section level?

#### **Analytics and Reporting - Degree and Institution level**

- f. What types of analytics and reports does your system provide at the department, degree, and/or system levels? Can an administrator or instructor tie together a set of courses as being part of a degree and then see analysis across courses as it relates to cohort degree completion?
- g. What types of Learning Analytics are available/tied to the Learning Outcomes of a course(s) and or program(s)?
- h. What is available to track a user across the entire system to understand if he or she is at risk of not completing a course, their degree, or simply not performing well that week or month?
- i. What is available to administrators to demonstrate system usage to campus executives?
- j. How often is each report updated? Can I export data at will, daily, weekly, monthly? Provide list of file formats that data can be exported as (i.e. SPSS, .csv, .xls, .pdf, etc).
- k. Describe your company's learning analytics capabilities involving data mining and predictive analytics to support student success, including 3rd-party integration.

### **3.10 Integrations, Support, SLAs, New Feature Requests and Customizations**

#### **General Support**

- a. Discuss the general support you provide to users (eg, faculty, students, LMS administrators). If there is an additional cost for your system to provide different levels of support, then please specify in the cost criteria of this RFP. If the support has been outsourced to a 3rd party then please specify.
  - i. Is your support 24/7 or extended weekdays?
    1. Do you offer support to all faculty and students or only administrators? What level(s) of support?
    2. Is there a limit to the number of people that can open tickets? What opportunities for training are provided?
  - ii. What type of online communities and forums are available for institutions?
  - iii. Do you offer self-help materials in the form of text, images, and captioned videos? Are these connected to each tool in the system from within the system? If roles and permissions have been tweaked by clients then are the help materials aware of this and adjust accordingly?
  - iv. Are your support technicians domestic or outside of the United States?

#### **Standards, Protocols, and Providers**

- b. Please describe how you integrate with the following standards, protocols, and providers.
  - i. Shibboleth



- ii. Shibboleth with InCommon federation.
- iii. Are you an LTI Consumer?
- iv. Are you an LTI Provider?
- v. Can you import Common Cartridge?
- vi. Can you export to Common Cartridge?
- vii. Which SCORM version do you support?
- viii. SAML

### API Calls

- c. Please include API calls for your system to:
  - i. Create a user and assign a role.
  - ii. Create a course site.
  - iii. Create groups or sections inside the course site.
  - iv. Enroll an instructor.
  - v. Enroll students in the course site and the section/group.
  - vi. Un-enroll a user from a course site. Is the user's content and data retrievable if user is re-enrolled after being un-enrolled.

### Integration of 3rd Party Tools

- d. In what ways are you integrated with 3rd party book publishers and discipline-specific homework solutions to include: (1) Cengage, MacMillan, (2) McGraw Hill, and (3) Pearson MyLabs, with regards to them returning the clickstream data back to the LMS? Discuss your road map for the Caliper standard. (<http://www.imsglobal.org/caliper/>)
- e. Please describe how you integrate with the following. What do they send back to you and what do they read from your system? If you only do an LTI integration and no API data is included in the integration, then please specify. If you have native functionality in your system that you are including in your RFP response that is doing similar work to these applications then please specify that as well.
  - i. Web conferencing (eg. Adobe Connect, Big Blue Button, WebEx)
  - ii. Audio discussion tools (eg. VoiceThread)
  - iii. Plagiarism detection (eg. Turn It In, Vericite, Grammarly)
  - iv. Video hosting sites (eg. YouTube, Vimeo)
  - v. Survey Tools (eg, SNAP, Scantron, Qualtrics)
  - vi. Online Exam Proctoring Tools (eg. Software Secure Remote Proctor Now, Examity, ProctorU, Respondus Lockdown browser)
  - vii. Google Apps for Education (GAPE)
  - viii. Exam Generating Tools (eg. Respondus 4.0, TestGen)
  - ix. Captioning Tools (eg. 3Play Media)
  - x. ePortfolio Tools (eg. Digication, TK20, ManeSync)
  - xi. Proxy Tools (eg. EZ Proxy)
  - xii. Video Platform integration (i.e. Kaltura)
  - xiii. Lecture Capture Tool (i.e. MediaSite)
  - xiv. Education Advisory Board (EAB) – Student Success Collaborative Platform
  - xv. Student Analytics (i.e. Civitas, Starfish)
  - xvi. CRM Tools (i.e. Salesforce, Hobson Radius)
  - xvii. Contact Resource Management (eg. Salesforce, Hobson Radius)
- f. If there is an additional cost for your system to provide exports of data to specific 3rd parties, then please specify in the Cost criteria of this RFP. (We understand the 3rd party would have its own licensing costs, but we are specifically interested in knowing if there is cost in providing the data to the 3rd party.)
- g. Please describe any relationships and processes you have with third party vendors that require the export and upload of LMS data into their systems for integrated analytics.
- h. Please provide three referrals from companies with whom you integrate. Referrals should describe level of satisfaction with API capabilities; support the vendor receives from your company to answer questions during

the development process, and troubleshooting integrations after they have been released to clients and are in use.

### Other Integrations

- i. Is there a way to make the syllabus of a course publically viewable outside of the LMS? How would a student go about discovering the link for the syllabus of a particular course? Is there an API for the Syllabus URL so that we the URL can be called back to our schedule of classes and displayed there? (eg. Integration with Student Information Systems such as Banner and University CMS such as Cascade)
- j. Communications. Discuss your system's approach to communication. Some of the items to include are: email, SMS messages, RSS feeds, push notifications, pull notifications (COB) and the use of Google Calendar to consume calendar events. What tools in your system utilize these communications and what tools do not?

### Updates, Data Retention, Bug Fixes

- k. Provide information about your system in response to each of the following:
  - i. What is your data retention process?
    1. For how long are course design elements made available?
    2. For how long are student submissions, activity click streams, and scores made available?
    3. For how long is user account information and user centric activity made available? (Examples include first name, last name, log in history, and email inbox.)
  - ii. How long do page loads work with tools in a course site when there are 25, 100, and 1,000 students in a course site? (Please discuss how long it takes from when the packets first enter your firewall until they leave your firewall.)
  - iii. Describe your process for applying updates and the frequency of updates being applied.
  - iv. What is your process for classification of changes?
  - v. What is the threshold for a change to be considered large?
  - vi. Do you have a separate workflow for large changes vs small?
  - vii. Describe the process you leverage for how to research the best way to layout your screens and design the human computer interaction.
  - viii. Discuss how The Texas A&M University System will play a part in deciding your roadmap.
    1. What is the process for how The Texas A&M University System will participate in this process and impact design decisions?
    2. Is there a public, or quasi-public way, for end-users to register requests and vote requests up or down?
    3. Please highlight the last 2-3 large changes you made and provide 2-3 references from universities that participated in the design requirements process for these large changes.
  - ix. Please provide two referrals from university clients that are still clients and please provide two referrals from former clients with whom you no longer work.
  - x. Describe the expectations of an issue that prevents all students in one course (100 students) from taking their mid-term?
    1. What happens when you are told of the issue at 8pm Pacific time on a Friday night? 2. How much time progresses from the issue being reported and ticketed to Tier 4 logging into the servers and making a backend adjustment so that the quiz can be taken? (Assume this was not user error and T4 was required.)
  - xi. Describe your approach to addressing bugs reported by clients and other vendors. What is your process for bug reporting (who can report it, how must they report it, to whom do they report it)? How do you prioritize bug fixes? How do you communicate to clients and end users about bugs and bug fixes?
  - xii. Describe workflow when issues are communicated to client LMS administrators but not for public knowledge.
- l. Please describe your "user group" made from your organization clients, how many members does it have, how often does it meet, who do they interface with in your company, and how is this forum integrated into your change request, product development, and release management cycle?

## 3.11 Accessibility

- a. Under Texas Government Code Chapter 2054, Subchapter M, Texas Administrative Code 206.70 and Texas Administrative Code 213 and implementing policy of the Texas A&M Systems Regulations 29.01.04, Texas A&M University System must procure Products that comply with the Accessibility Standards when such Products are available in the commercial marketplace or when such Products are developed in response to a procurement solicitation. Accordingly, the Respondent must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.
  - i. Provide your VPAT with your RFP response. At a minimum your VPAT should address accessibility, keyboard navigation, and screen reader accessibility. <https://www.itic.org/policy/accessibility/>
  - ii. Provide Policy Driven Adoption Vendor Self-Assessment (PDAA) with your RFP response. This Information and Communications Technology (ICT) accessibility assessment is for vendor organizations to describe how they are currently implementing accessibility policy and practices within their organizations. <http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PolicyDrivenAdoptionVendorSelf-Assessment.docx>
- b. Are all areas of your application fully Unicode compliant in terms of both data entry and display?
- c. Does your application fully support the major world orthographies (i.e., Chinese, Japanese, Arabic), including those with non-English directionality (R-L, or top to bottom)? Can it accommodate any practical orthographic tradition (i.e., Cherokee syllabics) that can be handled within Unicode?
- d. Does your application fully support math and formal logic equation editors/languages? (LaTeX, Equation Editor and Math ML)
- e. Considering the primary interactions in a typical Learning Management System environment between end-users and the LMS, between students, and between students and instructors, we identified the following categories for testing. Respondents shall provide a response to each question below.

### **1. Login and Configuration/Compatibility Testing**

- a. Can users interact with the login page and submit necessary credentials with certainty?
- b. Can users detect error messages and recover from errors with certainty?
- c. System Compatibility Testing
- d. Can users perform the necessary tests to ensure compatibility with their computer?
- e. Does the system have features to alert users about required tools like Java and enabling JavaScript?

### **2. Personalization and Customization**

- a. Layout customization: What is the default layout? Frame-based or non-frame-based? Can the user configure and select desired portlets, arrange them with the keyboard, and save the setting globally?
- b. Styling: Can the user set globally the desired Contrast, bg/fg colors, font-size, font-type?
- c. Session time out: Can the user set globally the session timeout to the desired length? Is the user alerted before the session expires and can it be extended if desired?
- d. Saving current state: Can the user save/bookmark the current state and return to it on request? (side menu collapsed, hide unwanted menus, bookmark the state of a module e.g. page 6 of lesson 5)
- e. Default page: Can the user set the default page globally?
- f. Selecting Editor: Can the user set a desired editor globally? Can the editor be changed on-the-fly?
- g. Alert Type: Can users define desired alert types? What type of alert? JavaScript? ARIA? Other?

### **3. Navigation**

- a. Page title: Does the page title convey current information about where the user is?
- b. Breadcrumbs: Are there any breadcrumbs? Can breadcrumbs be easily located/navigated to? Can they be used for navigation (are they clickable)?
- c. Navigation bars and menus: How are they constructed? Lists? Table? ARIA tree? Collapsible/expandable, etc.? Consistent construction?
- d. Navigation technique: Heading, ARIA, etc.

- e. Sufficient navigation: Are there sufficient navigation mechanisms provided to allow the user to move to the various sections of the page?
- f. Linearization: Does the page linearize properly and logically?
- g. Tabbing order: Is the tabbing order logical?
- h. Main content: Heading 1, aria main landmark, etc.
- i. Type of Links: Href link, JavaScript link, graphical links, mouse Over event, mix (redundant) links, etc.
- j. Link text: Is link text understandable out of context? Are repetitive links and/or image icon links given unique link text?
- k. Visible indication of cursor focus: Can the element on focus be easily identified visually?
- l. Tooltips technique: What technique has been used for tooltips? title attribute, javascript, etc?

#### **4. Common Modules/Tools (Student Facing)**

##### **Announcements**

- Navigation Features: How is the main content area labeled? Are there shortcut keys for moving between focusable areas?
- Announcements Summary: Does the announcements tool indicate how many new announcements have been posted?
- Navigation Features: How is the main content area labeled? Are there shortcut keys for moving between focusable areas?
- Accessibility Features: Other features that may enhance accessibility?
- Accessibility Concerns: Are there issues that may negatively affect accessibility? Are form fields properly labeled? Etc.

##### **Discussion**

- Navigation Features: How is the main content area labeled? Are there shortcut keys for moving between focusable areas?
- Read / Unread Summary: Does it show the number of new messages? Does it show the number of unread messages?
- Message Read Status: How are messages marked read/unread? How are new messages marked as read?
- Information Hierarchy: How are the different elements layed out? Are there different views such as Threaded, un-threaded?
- Posting new messages / replying: Are the form controls accessible / labeled, editor style, how does a user attach files, what verification/error notification technique is used?
- Support for external e-mail systems: Can posted messages be forwarded to external e-mail systems, can users be notified about new posted messages, can user reply directly via external e-mail systems, does the e-mail copy provide a direct link to the Reply page?
- RSS Support: Does it support RSS? Is the feature to subscribe/unsubscribe accessible?
- Accessibility Features: Other features that may enhance accessibility?
- Accessibility Concerns: Are there issues that may negatively affect accessibility? Are form fields properly labeled? Etc.

##### **E-mail**

- Navigation Features: How is the main content area labeled? Are there shortcut keys for moving between focusable areas?
- Read / Unread Summary: Does it show the number of new messages?, Does it show the number of unread messages?
- Email summary page: What mechanisms are available for navigating within the tool? How is the list of messages layed out?
- Indication of read messages: How are new messages marked as read?

- Techniques are used to post a new message / reply: Are the form controls accessible / labeled, editor style, how does a user attach files, what verification/error notification technique is used?
- Support for external e-mail systems: Can posted messages be forwarded to external e-mail systems, can users be notified about new posted messages, can user reply directly via external e-mail systems, does the e-mail copy provide a direct link to the Reply page?
- Accessibility Features: Other features that may enhance accessibility?
- Accessibility Concerns: Are there issues that may negatively affect accessibility? Are form fields properly labeled? Etc.

### **Chat**

- Navigation Features: Are there shortcut keys for moving between focusable areas? (chat log, message, etc.)
- Text-to-speech (TTS): Does it have built-in, or use OS, ARIA regions, text-to-speech?
- Chat thread display options: How are chat threads displayed (most recent to oldest? or oldest to most recent?). Configurable? Are their filtering options (ability to suppress time-stamps, etc.)?
- Keyboard Functionality: In the chat log, can the user select and copy with keyboard alone?
- List of Users in Chat Room: Can you discover who is in the chat room? How is it presented?
- Message Edit Window: In the message window, are the basic editing features (word-by-word, line-by-line navigation, etc.) supported?
- Notification of New Posts: How are users notified of new chat posts? (use of ARIA live regions? tone? text-to-speech? etc.)
- Private Chat: Is it possible to send private chat messages? Is it possible to receive private messages (and know they are private)?
- Techniques for submitting message: Can a message be submitted upon pressing enter? Are there shortcut keys?
- Accessibility Features: Other features that may enhance accessibility?
- Accessibility Concerns: Are there issues that may negatively affect accessibility? Are form fields properly labeled? Etc.

### **Assignments/Activities/Course Content**

- Navigation Features: Are there shortcut keys for moving between focusable areas?
- Organization: If the outline/syllabus is structured into nested modules/assignments, how difficult is it to navigate this structure? (For example, if it is structured as a list of items, is it implemented as a list or in a table?) Is it easy to navigate to/discover the content? Is there a single place to view the outline of assignments/full syllabus of a course?
- Link Texts: Is it possible to determine what sort of content is linked to in outline/syllabus (links to PDF, PowerPoint, HTML content, etc.)?
- Bookmark Features: Is there a way for the user to bookmark location in content?
- Is there a simple way to return to last viewed content?
- Downloads: Is the download function accessible?
- Uploads / Attachments: Is the upload function accessible?
- Accessibility Features: Other features that may enhance accessibility?
- Accessibility Concerns: Are there issues that may negatively affect accessibility? Are form fields properly labeled? Etc.

### **Grade Book**

- Navigation Features: Is it easy to navigate between individual graded assignments/quizzes?
- Organization: Is it easy to discover grades/scores and accurately associate them with the quiz/assignment? Is it easy to discover and read current cumulative grade?
- Statistics: If grade tool offers statistics for student score relative class average, is this information accessible?
- Accessibility Features: Other features that may enhance accessibility?

- Accessibility Concerns: Are there issues that may negatively affect accessibility? Are form fields properly labeled? Etc.

### **Quiz/Testing component**

- Organization: How easy is it to identify the questions? Are they indicated via headings, ordered list, etc.?
- Question Labeling: How are unanswered questions labeled? How are the point values indicated?
- Saving Quiz Progress/Draft: Can quiz results be easily saved without redrawing the page?
- Validation / Error Prevention / Error Notification: What verification, warning, or error notification method is used?
- Question Types: Are any question types more difficult to access than others? Are there any inaccessible question types? Can questions be marked required/optional
- Submission Process: Does submission of quizzes activate an accessible confirmation message?
- Time Limits: Is there a way to extend time for individual/groups of students? How accessible is elapsed time/remaining time information?
- Accessibility Features: Other features that may enhance accessibility?
- Accessibility Concerns: Are there issues that may negatively affect accessibility? Are form fields properly labeled, etc.?

## **5. Forms**

- a. Required field technique: How are required fields addressed: asterisk, aria required?
- b. Labeling Technique: label by reference, encapsulation, fieldset/legend, ajax, aria
- c. onChange event: Has onChange event been used anywhere?
- d. Form submission: type of submit buttons/link
- e. Consistency across forms: buttons or links for submit, for example
- f. Submission verification/error reporting method: What technique is used for submission verification and error reporting? JavaScript alerts, inline, onFocus, list of errors on top of the page with the links to the fields with error, etc.

## **6. Authoring Tools/Content Creation (Instructor Facing)**

- a. File uploading: Does the tool alert the user about accessibility issues with the file to be uploaded? Does it allow multi-file selection and upload?
- b. Helper features: Does the tool offer helper features, such as a graphics upload and alt tag wizard, that help make content more accessible and educate users about the accessibility of the content they create?
- c. HTML Authoring tool: What is the default editor? Do the editor's capabilities allow it to strip out all non-html markup, allow html, rich text, wiki-style markup, and plain text?
- d. Grade Book (instructor-level): If the grade book is a data table, does it make correct use of table headers to designate individual grading columns and students? Does manual grade entry consist of simple data input at the cell level? Or are there additional links to forms that allow comments and feedback on individual assignments, tracking, etc., and do these meet the criteria for accessible forms?
- e. Multimedia Content Handling (Embedded content, player controls, external content, use of client players, etc): Does the LMS support a keyboard and screen reader accessible player? Does the video player support captions and audio description?

## **7. Help and Documentation**

### **Inline Help**

- What technique is being used to access help (e.g., links, buttons)?
- Are help tip links/buttons focusable and contextual?
- Note: lack of inline help could be significant: does the page have ARIA landmarks?
- Is there readily accessible description of how to keyboard navigate the HTML editor?

### **Tutorials and Guides**

- In what format are accessibility features documented?
- Is documentation built into the system when using the LMS, or is help available primarily externally?
- Can tutorials and guides be accessed publicly, or do users have to be in the LMS to use them?

### **8. Features Unique to LMS that Affect Accessibility**

- a. Is there an overarching design/development philosophy that impacts the accessibility of the learning environment significantly and in specific ways? If yes, please list.
- b. What features are unique to the LMS that affect accessibility, and how are they expressed in the LMS tools and learning system design?

### **3.12 Process for Change Management and Implementation**

- a. Describe the experiences you have had importing materials and activities from eCollege into your system. Please include the following items in your answer:
  - i. Problems you have encountered with gradebook calculations
  - ii. Types of quiz questions you do not support that your peers do
  - iii. Quiz settings your system typically does not read as intended by the originating system
  - iv. If, in the originating system, a link to Discussion Topic 3 was placed directly in an HTML file, does the link still resolve to Discussion Topic 3 without a manual adjustment of the HTML file?
- b. If you offer a “white glove” additional service to minimize the problems in importing content from other systems or training 2,000+ faculty then please specify in the Cost section of this RFP.
- c. Do you support the LMS implementation directly or is it contracted out to an implementation partner? If so, who?
- d. What level of technical support do you provide for implementation?
- e. What type of documentation do you have to support implementation?
- f. How long does an implementation typically take?
- g. Do you support the LMS implementation directly or is it contracted out to an implementation partner? If so, who?

## SECTION 4 – PROPOSAL RESPONSE

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 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.

4.1.3 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.

4.1.4 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.

4.1.5 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.

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

### 4.2 Technical Proposal

RESPONDENT shall provide a response to the following items:

4.2.1 Discuss the steps to accomplish each task as identified and stated in Section 3.

4.2.2 The Technical Proposal should be structured to address each sub-section in Section 3 (e.g., Grading, Scheduling, Examinations, etc.). Include screenshots, process flows, schedules, lists, etc. that demonstrate the scope of the system to meet the scope of work – sub section by sub section.

### 4.3 References

RESPONDENT must furnish at least three (3) references with institutions of higher education. Each reference shall contain at least the following:

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



- Summary of services provided

#### 4.4 Pricing

TAMUS IT anticipates the pricing to be structured into the components as listed below:

1. Initial Implementation or Set-Up Fee
2. Annual recurring license or subscription – include all possible options in the pricing of this support and applicable terms
3. Any other annual charges.

Note: This pricing shall be based with the understanding that each Member will determine which LMS to implement from the awarded Respondents according to its needs. Respondents may provide additional pricing options that would provide discounts if multiple Members selected its LMS.

#### 4.5 HUB Subcontracting Plan

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

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

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

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

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

For information regarding the HUB Subcontracting Plan requirements, please contact Jeff Zimmermann from the A&M System's HUB Program at (979) 458-6410 or [jzimmermann@tamus.edu](mailto: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.

#### 4.6 Additional Services (optional)

RESPONDENT may provide information and pricing on additional products, modules and/or services that are not directly related to the Learning Management System proposed.

## 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 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 proposal, RESPONDENTs certify that they are not currently debarred from submitting submittals on contracts nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts.
- F. **INDEMNIFICATION AND HOLD HARMLESS:** The RESPONDENT shall defend, indemnify and hold harmless 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 **APPENDIX B** must be executed as a part of the RESPONDENT's submittal.
- L. ENTIRE AGREEMENT: A contract agreement, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing, and will contain all the covenants and agreements between the parties with respect to the subject matter of the contract agreement. Any amendment or modification to the contract agreement must be in writing and signed by the parties hereto.
- M. SEVERABILITY: It is understood and agreed that if any part, term, or provision of the contract agreement is by the courts held to be illegal or in conflict with any law of the State of Texas, the validity of the remaining portions or provisions shall be construed and enforced as if the contract agreement did not contain the particular part, term, or provision held to be invalid.
- N. MODIFICATION OF SERVICE: 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 TAMUS. By requiring such minimum insurance, TAMUS 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)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

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

**Additional Endorsements**

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

3. **Commercial General Liability**

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

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

4. RESPONDENT will deliver to 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: [zimmermann@tamus.edu](mailto:zimmermann@tamus.edu)

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by 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 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 CIO-17-007**

**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 \_\_\_\_\_, 2017.

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.**