REQUEST FOR PROPOSAL
RFP NUMBER: RFP01 CIO-19-035

Proof of Concept for Technology Re-Platforming for FAMIS

PROPOSAL MUST BE RECEIVED BEFORE:
2:00 P.M. Central Time (CST) on January 14, 2019

EMAIL RFP RESPONSES TO:
SOPROCUREMENT@TAMUS.EDU
SUBJECT LINE: RFP01 CIO-19-035
Attn: Jeff Zimmermann

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 the due date and time, only the names of Respondents will be made public.

REFER INQUIRIES TO:

Jeff Zimmermann, Director
The Texas A&M University System
Procurement & HUB Programs
email: soprocurement@tamus.edu

All proposals shall become the property of the State of Texas upon receipt. Proposals may be subject to public review after contracts have been executed. Refer to Section 4.14 for more information regarding public information.

TABLE OF CONTENTS

Attachments: VPAT 2.2
              HUB Subcontracting Plan

SECTION 1 – INTRODUCTION

1.1   Introduction

The Texas A&M University System (A&M System) is soliciting proposals for a firm ("Respondent") to provide proof of concept services ("Services") for re-platforming the current Financial Accounting Management Information System (FAMIS).

Proposals shall be in accordance with the terms, conditions, and requirements set forth in this Request for Proposal (RFP).

1.2   Background

The Texas A&M University System is one of the largest systems of higher education in the nation, with a budget of $4.55 billion. Through a statewide network of 11 universities and seven state agencies, the Texas A&M System educates more than 148,000 students and makes more than 22 million additional educational contacts through service and outreach programs each year. System-wide, research and development expenditures exceeded $972 million in FY 2016 and helped drive the state's economy. More information about the Texas A&M University System and all of its members can be found at http://www.tamus.edu/about/.

The A&M System relies on information technology to carry out its mission of teaching, research, and service.   The financial administrative system supports critical business processes that assist in achieving this mission. The Financial Accounting Management Information System (FAMIS), is an owned asset and has served the A&M System for many years.

1.3   Purpose

The purpose of this RFP is to solicit proposals for the Respondent to provide Services for re-platforming the current Financial Accounting Management Information System (FAMIS). Refer to Section 3 for the full Statement of Work and proposal requirements.

The intent of this RFP is to allow all interested / prospective firms to provide a sufficient amount of data that will enable the A&M System to assess the proposal and qualifications of the Respondent. To this end, each Respondent shall furnish, as a part of the proposal, a complete general description of experience in their respective fields.

By submitting responses, each Respondent certifies that it understands this RFP and has full knowledge of the scope and nature of the opportunity described herein. 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.

Respondent is to independently investigate and verify, at its own discretion, all information acquired from the A&M System or from any other source which is relied on by Respondent in the preparation of its proposal.

1.4   Goals and Objectives

Phase 1: Proof of Concept

The goals of the Services for the proof of concept ("Project") are to:

- Determine the viability of re-platforming the FAMIS application in order to maximize the efficient use of System resources, enhance security, improve functionality, and reduce risk.

- A&M System is interested in retaining the value of the FAMIS application while reducing the risk of running a legacy mainframe-based system. In addition to the risk reduction, A&M System believes that by moving FAMIS to a new technology platform, A&M System will be in a better position to improve and adapt the software to new and future business requirements.

- Successfully develop a strategy and budget to implement the re-platforming should that be mutually agreed upon by A&M System and the successful respondent.

The future technology state for FAMIS should be as follows:

- Running on a true relational database (e.g., Oracle, SQL).

- The application code layer either running Java on a standard Java container, or .NET code (C#) running on Windows applications servers.   The A&M System preference is a .NET platform since the Canopy (see Section 1.5) application runs on the Windows/.NET framework

- Compatible support for existing scheduling tools and JCL scripts, but running on open systems technology

- Support for the existing Natural code reporting framework, but also a new reporting strategy that takes advantage of more modern reporting tools

Phase 2: Re-Platforming

If the Project in Phase 1 is successful and A&M System believes a full re-platform project can be successfully executed, A&M System may enter into discussions with the awarded Respondent on a second statement of work to complete the full re-platforming.   Factors influencing the A&M System decision to proceed with a full re-platforming will be:

- The ability of the re-platform technology, as demonstrated in the Project, in creating an application in the desired technical state that is functionally equivalent to the current FAMIS application.

- The estimated cost of a full re-platform

- The Respondent's demonstrated ability to execute a full re-platform project

- The anticipated quality and supportability of the application after re-platform Project is completed

- Stakeholders feedback on the Project

- Other factors unrelated to the re-platform Project, not limited to, but including, options for financial solutions available in the marketplace

1.5   History of the FAMIS Financial Application

In the spring of 1989, the A&M System chose the Financial Records System (FRS) package from Information Associates (IA) as its financial system. At that time, Information Associates was also the provider of the IA SIS (a.k.a. SIMS) student system run by Texas A&M University and other universities in the A&M System. IA was a major player in the higher education administrative applications market.

Shortly before that selection, in 1988 Information Associates and Software AG formed a partnership to re-write the FRS system to run on the Natural/Adabas platform supported and built by Software AG. At that time, Software AG (SAG) held considerable market share in the higher education space.

In the early 1990s, triggered by the internet, the release of PeopleSoft, and the rise of Oracle and commodity PCs, the software market moved away from the mainframe towards client server and later web-based higher education solutions. The version of FAMIS purchased by the A&M System was implemented at a few other institutions but, in the end, it never gained significant market share and was not supported and enhanced by IA or SAG.

FAMIS is an application natively written and operated on the Natural/Adabas platform running on the IBM Z/OS mainframe platform. The A&M System owns the source code for FAMIS, and has essentially managed the software as an in-house custom software solution for over twenty-eight years. The last vendor update was received before FAMIS went live. It is estimated the FAMIS "code base" is approximately three to four times larger today than it was when FAMIS was purchased and implemented. Many of the individuals who helped implement FAMIS remain on staff with the A&M System and continue to support FAMIS.

Between 1991 and 1997, with the exception of three system members, FAMIS was implemented as the official accounting system for all member institutions and agencies of the A&M System, as well as the Texas A&M Research Foundation. Later, in 2015, the Texas A&M Engineering Experiment Station (TEES) implemented FAMIS to replace its EPIC system, which was becoming increasingly difficult and expensive to maintain.

As of this writing, the TEEX and WTAMU continue to run separate financial systems. These institutions integrate aggregate data into FAMIS for reporting purposes. TEEX has expressed an interest in implementing FAMIS, but resource constraints have prohibited this transition to date. All members of the A&M System use the FAMIS Budgeting and Annual Financial Reporting modules.

Canopy was developed and launched in 2004, making portions of FAMIS accessible from a web browser and providing new functionality. New features have continued to be added to Canopy over the last decade. It is important to note that Canopy and FAMIS should be viewed as a single system.

1.6   FAMIS Features and Current State

The A&M System recently implemented Workday for Human Resources Management and Payroll. Workday shares data with many internal and external systems. It integrates with FAMIS, which allows users to create and modify positions, impacting FAMIS via budget, encumbrance, and expense postings. All FAMIS programs access a common database that allows many different users to view and update identical information. FAMIS users can be given access to numerous on-line accounting functions. These functions are spread among the following major FAMIS modules:

- Financial Accounting - transactions relating to financial operations such as budgets, revenues, expenses, and journal entries

- Accounts Payable - transactions relating to vendor payment including preparation of checks and files for State of Texas warrants

- Accounts Receivable - transactions relating to billing and payment receipt for goods or services rendered, including sponsor billing

- Procurement - transactions relating to ordering, receipt and initiation of payment of goods and services. Most transactions for procurement now originate in Jaggaer

- Sponsored Research and Grants – billing, indirect cost (F&A) calculation and reporting

- Payroll Distribution and Payroll cost transfers - processes relating to the distribution and correction of payroll expenses

- Budget Preparation - processes relating to the preparation of the annual budget to be presented to the A&M System Board of Regents

- Fixed Assets (FFX). The management and accounting for capital assets

- Annual Financial Reporting (AFR)

Additionally, FAMIS integrates with other externally hosted applications, including Concur, Jaggaer, and iPayments.

The major reasons for considering a change from the current platform for the FAMIS system include:

- Mitigate the risks and costs associated with legacy mainframe systems

- Reduce dependence on employees with unique, specialized knowledge, many of whom are nearing retirement age

- Reduce or eliminate dependency on a mainframe infrastructure, that while stable and reliable, has a high cost to acquire, maintain and support

- Take advantage of software that is nimble and adaptable to changing business requirements

1.7   Project Management and Project Governance

The re-platform proof of concept project will be governed by the A&M System leadership team and an A&M System executive sponsor team.

- The A&M System expects the respondent to bring appropriate PM skills and resources to the project in order the mange the POC to successful completion on-time with complete scope

- The respondent will be expected to meet or conduct phone calls with the A&M System leadership team on a weekly basis to review the progress on the project

- The respondent will be expected to meet with the executive sponsors once a month

1.8   Calendar Of Events

Issue RFP .... December 3, 2018
Deadline to Submit Questions .... December 14, 2018
Release of Addendum (if applicable) .... December 20, 2018
Deadline for Receiving Proposals....................................January 14, 2019 by 2:00 PM CST
Interview Top Proposal Teams (A&M System's Option) .... February 5-6, 2019
Anticipated Award Date..February 15, 2019

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

more time to assure that the selection of the Respondent is in accordance with its policies, rules and regulations, as well as actual timing needs.

1.9   Priorities/Expectations

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

(a) *Ensuring a Quality Level of Service*. This priority encompasses the quality of the level of service that can be provided to the A&M System in a timely, cost effective manner. The A&M System is seeking a Respondent that will ensure the provision of such quality in its delivery of service through proven techniques and established metrics.

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

1.10   Contract Term

The initial term of any contract resulting from this RFP shall be from date of execution through successful implementation of the Phase 1, Proof of Concept Project. Notwithstanding the termination or expiration of the contract, certain provisions (*e.g.,* indemnification, confidentiality, right to audit) shall survive the termination or expiration of the contract. The projected start date is on or about March 1, 2019. The A&M System reserves the right to negotiate an extension beyond the successful implementation if the need arises. Any extension must be agreed to in writing by both parties.

SECTION 2 - INSTRUCTION FOR RESPONDENTS

This RFP outlines the statement of work and requirements in Section 3. Proposals 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 or intent of the respective clauses. Whenever the terms "must", "shall", "will", "is required", or "are required" are used in the RFP, the subject being referred to is to be a required feature of this RFP and critical to the resulting submittal.

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

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

All technical questions concerning this RFP are to be directed, in writing, to Jeff Zimmermann at soprocurement@tamus.edu. Respondent may not contact other individuals at the A&M System to discuss any aspect of this RFP, unless expressly authorized by the A&M System Procurement & HUB Program office to do so. Questions regarding the RFP, including questions for more data or information beyond that included in this RFP and attachment, should be presented in writing. **Deadline for submission of questions is December 14, 2018.** The A&M System will publish all questions with responses according to the schedule in Section 1.8.

2.1   <u>Examination of the Request for Proposal</u>

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

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

2.2   <u>Proposal Submission Instructions</u>

All proposals must be received by the A&M System, no later than **2:00 p.m. CST, January 14, 2019** electronically via email to soprocurement@tamus.edu with the subject line of "**RFP01 CIO-19-035 – FAMIS Proof of Concept**". The sent time indicated within the A&M System email server shall be used for the receipt and acceptance of the response. Late proposals will not be considered under any circumstances.

Submittal Format: Electronic file shall be saved, as a single file, in Adobe Portable Document Format (PDF) and named "***company name* – RFP01 CIO-19-035**".

2.3   Proposal Components

The following documents are to be returned as part of your proposal response. Failure to include these documents will be basis for response disqualification.

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B) signed and notarized
- ✓ Technical Proposal (Section 3.6)
- ✓ Cost Proposal (Section 3.7)
- ✓ Company References (Section 3.8)
- ✓ Accessibility Documentation (Section 3.9)
- ✓ HUB Subcontracting Plan (Section 3.10)

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

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

2.4   Inquiries and Interpretations

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

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

All such addenda/amendments issued by the A&M System prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in their proposal. Only those A&M System replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

2.5   Selection Process

The evaluation of the proposals shall be based on the proposal that the A&M System deems to represent the **best value** to the A&M System. The RFP provides the information necessary to prepare and submit proposals for consideration by the A&M System. All properly submitted proposals will be reviewed, evaluated, and ranked by the A&M System. The A&M System will rank the Respondents in the order that they provide the overall "best value" to the A&M System based on an evaluation of the responses to the RFP. The A&M System may interview one or more of the top ranked Respondents as part of the evaluation process.

After proposal tabulation and such investigation of Respondents as the A&M System deems appropriate, an award may be made to the vendor whose proposal it judges to represent the best value to the A&M System. Final determination for award of the contract will be made on the overall best value to the A&M System. The A&M System reserves the right to reject any or all proposals.

By submitting its proposal in response to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that determination of the "best value" firm will require subjective judgments by the A&M System.

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

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

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

The A&M System reserves the right to reject any or all proposals and re-solicit for new proposals, or to reject any or all proposals and temporarily or permanently abandon the project. The A&M System makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

SECTION 3 – STATEMENT OF WORK & PROPOSAL

3.1   Statement of Work

3.1.1   The A&M System requires that the successful Respondent provide the services that are required to ensure project success within the planned timeline and budget as detailed in the contractual agreement between A&M System and the successful Respondent.

3.1.2   The A&M System expects the entire project to be comprised of two phases: Proof of Concept for re-platforming FAMIS and the actual re-platforming. The statement of work for this RFP is limited to the Proof of Concept and planning work for the second phase.

The A&M System expects Phase 1 to take 4 – 6 months to complete. Deliverables from that stage will include an updated scope, budget, timeline and staffing plan for Phase 2, the Re-platforming stage.

3.1.3   Performance under an agreement pursuant to this RFP is anticipated to commence upon execution of an agreement. Time is of the essence in the completion of Phase 1 and the Respondent's demonstrated ability to complete the Project on schedule will be included in the evaluation criteria.

3.2   Anticipated Project Timeline

The A&M System expects to initiate the Proof of Concept phase near March 1, 2019 with a four to six month completion for Phase 1.

Each Respondent should develop a schedule and timeline matching its project plan and detailed staffing based on the Respondent's experience with the solution being proposed to provide the System with the best balance of cost and risk.

3.3   Key Project Assumptions

The following key project assumptions should be taken into consideration when responding to this RFP:

- The proof of concept project is a high priority of the A&M System with corresponding commitment and support by all levels of management to include timely consensus and deadline-based decisions.

- Strong project governance standards will be applied equitably and fairly in a manner that ensures the success of the project.

- The A&M System will bring a strong project management team with appropriate levels of authority and expertise.

- The Successful Respondent will commit expert resources to meet the Project timeline and knowledge transfer.

3.4   Qualifications

Mandatory

The A&M System is seeking a Respondent that will be responsible for providing all requested services required for a successful Phase 1 Proof of Concept for re-platforming FAMIS and if required and agreed upon by both parties the Phase 2 re-platforming of the FAMIS system.

The Respondent may team with multiple firms in its proposal but there can be only one primary contractor, the Respondent, which will execute the contract expected to result from this RFP and will coordinate, integrate, and be accountable for all services proposed. This excludes an arrangement between Respondents of joint venturing or joint response to this RFP as such arrangements will not be allowed.

The A&M System has established mandatory qualifications that must be met by all Respondents and their proposals submitted for evaluation. In order to submit a proposal:

- The Respondent must have two years' experience providing re-platforming services for legacy mainframe systems from Adabas/Natural to a relational database with .NET or Java code.

Preferred

It is preferable that the Respondent have experience working with a large research institute of higher education and have completed a successful re-platforming of a mainframe Adabas/Natural system at a higher education institution or a member/component of a higher education university system or state government entity.

3.5   Phase 1 Deliverables

The remainder of this section of the RFP provides a detailed description of the services to be provided by the Respondent and the deliverables for Phase 1. These services shall be addressed in the Statement of Work included in the contractual agreement between the A&M System and the Successful Respondent.

3.5.1   Standard Methodology

The A&M System expects the RESPONDENT to have experience with successful technology re-platform projects such as FAMIS, and that the RESPONDENT would bring a standard methodology for the evaluation and discovery phase of the project.

3.5.2   General Deliverables

1. Conduct the standard discovery process used in the methodology and produce a report of feasibility, risk areas, and challenges for a re-platform project.

    a. Scan and review the Natural code in FAMIS

    b. Scan and review the ADABAS database schema's

    c. Scan and review the JCL scripts used by FAMIS

2. The RESPONDENT must provide the technical server(s) and infrastructure environment to complete all deliverables in the technology re-platform POC.

3. Deliver a document with recommendations and options for an actual re-platform project. This document should include:

    a. Estimated costs for the full technical re-platform project

    b. A recommended A&M System staffing plan for the full re-platform project

    c. A recommended scope and timeline for the full re-platform project

4. Conduct discovery and educational sessions for the A&M System staff that would be involved in the full re-platform project.   These sessions would involve:

   a. Review of the database conversions and walk through of resulting database schema's

   b. Walk through of the new technical IDE and related tools

   c. Code walk through of converted Natural code in the new Java or .NET language

   d. Demonstrations of working components of the POC

5. Provide a recommended training plan for the A&M System technical staff that would participate in the full re-platform project.

3.5.3 Demonstrate Technical Capabilities

The RESPONDENT, by the end of the POC process, must demonstrate the technical feasibility and approach of the following technical areas of concern:

1. Natural Code conversion

   a. The RESPONDENT must demonstrate with actual working code that the result of the re-platform process will provide identical results as the Natural code produces today

2. Ongoing code maintenance post conversion

   a. The RESPONDENT must demonstrate how the code in the new development environment can be maintained and updated to meet future business requirements. For example, a new data element could be added to current FAMIS screen

3. Demonstrate the build and deploy process for the new environment

4. Demonstrate an automated testing framework that can be used for a full re-platform project and for on-going maintenance post conversion

5. Demonstrate the creation and delivery of Natural batch reports

   a. Current FAMIS reports are created via Natural Batch processes and delivered to various destinations via the mainframe output spool. VPS mainframe software from Levi, Ray & Shoup, Inc. (LRS), as well and software from Software AG are used to direct output to printers and imaging systems

   b. The RESPONDENT should demonstrate and explain how batch scheduled output would be processed and delivered

6. Demonstrate the equivalent of the operation and execution of JCL scripts for regular scheduled processes

   a. Demonstrate the approach and use of intermediate standard file system text files

7. The A&M System currently uses CA-Scheduler to schedule and manage all nightly, weekly, and monthly processes. As part of this POC, the RESPONDENT should recommend and ideally demonstrate an equivalent tool to be used in the new environment

8. Explain and demonstrate the approach to character set conversion. The FAMIS application is run on the EDCIDC character set with IBM codepage 037. Explain and demonstrate the character set used in the new environment

9. FAMIS makes critical use of the Adabas/Natural END TRANSCTION (commit) and BACKOUT TRANSACTION (rollback) features to maintain a consistent and reliable database state.   The RESPONDENT must demonstrate equivalent/identical functionality with the new code base.

   a. FAMIS Natural code often retrieves and updates the same record multiple times between commits. Demonstrate how this will work in the new environment

   b. FAMIS has configured Adabas to use the "wait on hold" feature as standard behavior.   Often users (without their knowledge) wait a second or two while another user finishes up posting a transaction that requires a common database record

   c. Database locking is done at the row (record) level in FAMIS. Describe and demonstrate that locking will be done at the same level in the new environment

3.5.4   Evaluate Rocket Shadow Software Functions

The A&M System uses the Shadow Server software from Rocket Software. This software is a key component that has allowed FAMIS to be extended to the Canopy web application and has also allowed FAMIS to be accessed via standard web services.

The software provides the following key features:

- ODBC drivers are provided for Windows servers to support applications running the .NET framework

- A Shadow server process executes on the mainframe that handles ODBC requests and integrates with Natural through a "3GL" mainframe API, to return results sets to the client application

- Data is translated from EBCIDC to ASCII using specified code pages

The RESPONDENT must, as part of this POC, analyze and understand the functionality provided by the Rocket Shadow software, and propose, and if possible demonstrate the equivalent functionality. If equivalent functionality cannot be demonstrated, a proposed plan to build equivalent functionality must be delivered by the RESPONDENT.

3.5.5   Create Working Prototypes

The RESPONDENT must create functioning prototypes of the following screen types or other similar components. The exact components will be selected during early phases of the POC.

1. A general data maintenance screen for a single record/row. FAMIS screen 28 or screen 002 in FRS would be a possible candidate.

   a. Add (Insert) function

   b. Update function

   c. Delete function

2. A complex document entry and posting screen. FAMIS screen 112 – create, update and post a pending voucher would be a possible candidate

   a. Create a voucher

   b. Update a voucher

   c. Close a voucher

      d.   Post a voucher

3.   A Natural/Adabas browse and select screen. Screen 162 / 168 combination would be a possible candidate.

      a.   Enter browse/select criteria at top of the screen

      b.   Page through multiple vouchers

      c.   Scroll left and right

      d.   Show pop-up windows

      e.   Select a voucher and redirect to FAMIS screen 168

4.   Execute a Shadow Server program. A possible candidate is FNNPACDT – which returns a list of financial transactions.

      a.   This program is called by the Canopy web application. It functions as a "store" procedure and received a set of inputs and returns rows of financial transaction data based on the received parameters. Via the Shadow API, the data is returned to .NET as an ODBC result set.

5.   Batch processing. A possible candidate is FCAU150.

      a.   This object reads a file received from the Concur e-travel application. The file is known as the Concur Standard Accounting Extract (SAE). This program reads and parses that file, performs some data validation and loads the data to an ADABAS table for further processing. Comments and key features for testing:

         •   Loading and processing of a text file

         •   General batch processing

         •   JCL and scripting including FTP notification and GDG processing

         •   Email notification in JCL script

6.   Batch report processing. A possible candidate is FBDR017.

      a.   This Functional Purpose: Produce a daily report of disbursements. Comments and key features for testing:

         •   Exercise the NATURAL report writer

         •   Discuss delivery of reports without mainframe report distribution module

7.   The RESPONDETNT must describe an approach for handing multiple value fields and/or periodic groups and the impact of ADABAS conversion choices.

3.5.6   Database Conversion

During the proof of concept, the RESPONDENT must perform data conversions on 6 to 8 ADABAS files. The table schemas must be created in the Relation Database Management System (RDBMS), and the data must be load to the target tables.

- Conversion process should use information from the ADABAS File Description Table as well and the PREDICT definitions

- Tables with Periodic groups and multi-value fields may be mapped into multiple relational tables or multiple columns, depending on the business requirement

3.5.7   Conduct Application Refactoring Discussions

- Discuss refactoring options and opportunities to be done in parallel with the re-platform project. Determine boundaries for any parallel activities

- Discuss moving some 3270 screens to Canopy for standard data maintenance as part of the full re-platform project

- Disclose and discuss and a code control and versioning system that would be used in full re-platform project

- Disclose and discuss the approach to be used in the new environment for web services / micros services

- Disclose and discuss the authentication options to be used with the re-platform project. The A&M System would prefer an SAML 2.0 approach.

3.5.8   Assist A&M System with Demonstrating the POC to the Stakeholder Community

The FAMIS stakeholder community is very large. Over 2000 employees within the A&M System community use the FAMIS or Canopy applications. For a full re-platform project to be successful, the stakeholder community must be engaged and committed the possible full project.

The successful RESPONDENT will assist the A&M System with stakeholder engagement activities, including, but not limited to:

- Town hall sessions with demonstrations of the POC with Q&A sessions

- Open labs where stakeholders can come in and view and possibly exercise the POC

- Executive and CFO presentations on the feasibility of a full re-platform project

3.5.9   Provide Advice and Suggestion for Strategic Future State

Conduct discovery and discussion sessions with the A&M System stakeholders and technical staff to help set a strategic direction in the following areas:

- Long term reporting strategy for financial data, and the A&M System data warehouse

- Financial consolidations and AFR reporting. The financial reporting module of FAMIS is some of its weakest and most difficult to maintain code.   Migration to new financial reporting solution may be superior to re-platforming the AFR module of FAMIS

- Application operations. The A&M System uses an obscure scripting language to help build JCL streams and run daily operations. Review with the A&M System current state and recommend a strategic solution

- Review and provide advice on a strategy for integration between Maestro and the FAMIS system. Maestro is an in-house system written to assist with research administration

3.6   Technical Proposal

Respondents shall address the following items in the proposal response:

1. Transmittal Letter

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

- A brief statement of the Respondent's understanding of and ability to perform the scope of services associated with this RFP

- The names, titles, addresses, e-mail addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of and legally bind the Respondent

- The names, titles, addresses, e-mail addresses, and telephone numbers of the individual who will function as the main contact(s) for the Respondent

2. Executive Summary

   In the Executive Summary, the Respondent shall condense and highlight the contents of the proposed solution in such a way as to provide the A&M System with a broad understanding of the proposal. This section of the proposal is designed to provide a clear and concise understanding of key aspects of the proposal as follows:

   - Confirmation that the requested scope of services outlined in Section 3, Statement of Work & Proposal are being proposed or an explanation of exactly where the proposed scope differs from what has been requested

   - Concise summarization of the Respondent's relevant qualifications and experience in providing services similar to the services requested in this RFP

   - Concise summarization of the proposed project team members' relevant qualifications and experience in providing services similar to the services requested in this RFP

3. Highlight the capabilities and experience of your company as it relates to the scope of this RFP.

4. Provide evidence of compliance with the mandatory qualifications stated in Section 3.4.

5. Provide a timeline of activities within the proposed completion schedule stated in Section 3.1.2

6. Describe the proposed Proof of Concept approach and plan for achieving the stated deliverables.

7. Provide information regarding the proposed team assigned to the Project to include resumes.

3.7   Cost Proposal

1. Fixed Cost

   Provide a lump sum fixed cost to perform the services required per the Statement of Work, Deliverables and other requirements as stated in Section 3. Include a proposed payment schedule based on the timeline of activities and deliverables.

2. Labor Rate Schedule

   Although the System will not reimburse the Respondent on a "time and materials" basis for project deliverables, it may be necessary to make scope changes that require assistance in areas not anticipated for which the A&M System may consider a time and materials payment arrangement.

   In addition, A&M System will lead any software development efforts needed to fill critical gaps and anticipates requiring additional developer resources for those tasks   For these purposes, the Respondent shall provide all-inclusive (travel and all other expenses included) billing rates for a range of different skill areas using this schedule. In addition, the Respondent

shall provide a separate billing rate for work that is provided off-site.

3.8 Company References

Respondents shall provide at least two (2) references, preferably one from an institution of higher education with a similar project scope. Each reference shall include at least the following:

- Company name
- Contact person name and title
- Contact phone number and email address
- General description of the completed scope and services provided

Note: References provided may be from experience for a member of the proposed team and not necessarily from the company who is responding. For all references make it clear who on your team was responsible for each one provided.

3.9 Accessibility

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

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

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

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

Only proposals which contain adequate information to document their responsiveness to the EIR

accessibility requirements (VPATs and supporting documentation including test documentation) will be eligible for consideration.

3.10   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 <u>possible</u> 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. The applicable **HUB goal** to utilize for this RFP is **11%** for "all other services".

Respondents shall complete the HSP form attached or as found on the following site; 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 for assistance in determining available HUB subcontractors and proper completion of the HSP. Respondents have the opportunity to submit a draft of the HSP prior to submittal of their response to the RFP for review by Mr. Zimmermann.

SECTION 4 - GENERAL TERMS AND CONDITIONS

4.1   TERMS AND CONDITIONS

The A&M System reserves the right to accept, reject, modify, and/or negotiate any and all proposals received in conjunction with this RFP. It reserves the right to waive any defect or informality in the proposals on the basis of what it considers to be in its best interests. Any submittal which the A&M System determines to be incomplete, conditional, obscure, or which has irregularities of any kind, may be rejected. The A&M System reserves the right to award to the firm, or firms, which in our sole judgment, will best serve our long-term interest.

This RFP in no manner obligates the A&M System to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by the A&M System without penalty or obligation at any time prior to the signing of an agreement.

4.2   GOVERNING LAW

The validity of any resultant Agreement and all matters pertaining to any resultant Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

4.3   NON-DISCRIMINATION

The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, genetic information, veteran status, sexual orientation, gender identity, or disability protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a submittal, Respondents certify that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended.

4.4   IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting a proposal, the Respondent certifies it does not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

4.5   DEBARMENT STATUS

By submitting a statement of qualification, Respondent certifies it is not currently debarred from submitting proposals on contracts nor is it an agent of any person or entity that is currently debarred from submitting bids on contracts.

4.6   INDEMNIFICATION AND HOLD HARMLESS

The Respondent shall defend, indemnify and hold harmless the A&M System, its officers, employees and agents, against any and all liability of whatever nature which may arise directly or indirectly by reason of the Respondent's performance under the resultant agreement.

4.7   RESPONDENT LIABILITY

The Respondent will be liable for any associated costs of repairs for damage to buildings or other A&M System property caused by the negligence of the Respondent's employees.

4.8   CIVIL RIGHTS REQUIREMENTS

All Respondents must comply with applicable civil rights laws.

4.9   NON-COLLUSION CLAUSE

The Non-Collusion Affidavit found in **EXHIBIT B** must be executed as a part of the Respondent's submittal.

4.10   ENTIRE AGREEMENT

The resultant agreement, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing, and will contain all the covenants and agreements between the parties with respect to the subject matter of the agreement. Any amendment or modification to the agreement must be in writing and signed by the parties hereto.

4.11   SEVERABILITY

It is understood and agreed that if any part, term, or provision of the resultant agreement is by the courts held to be illegal or in conflict with any law of the State of Texas, the validity of the remaining portions or provisions shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.

4.12   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 the A&M System.

Information provided to Respondent by the A&M System, including but not limited to information from the members, officers, agents, or employees of the A&M System or any of its members, and information provided to Respondent by members of the public or any other third party shall belong to the A&M System.

4.13   INDEPENDENT CONTRACTOR

The successful Respondent agrees that in all respects its relationship with the A&M System will be that of an independent contractor, and that it will not act or represent that it is acting as an agent of the A&M System or incur any obligation on the part of the A&M System without written authority of the A&M System. As an independent contractor, Respondent will be solely responsible for determining the means and methods for performing the services described. Respondent shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of the A&M System relative to conduct on its premises.

4.14   PUBLIC INFORMATION ACT

(a) Respondent acknowledges that A&M System is obligated to strictly comply with the Public

Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this RFP, as well as any other disclosure of information required by applicable Texas law.

(b) Upon an A&M System 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 A&M System in a non-proprietary format acceptable to A&M System. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which A&M System has a right of access.

(c) Respondent acknowledges that A&M System may be required to post a copy of the fully executed Agreement(s) as a result of this RFP on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

4.15   OWNERSHIP OF DOCUMENTS

Upon completion or termination of any resultant agreement, all documents prepared by the Respondent for the benefit of the A&M System shall become the property of the A&M System. At the A&M System' option, such documents will be delivered to the System Procurement Office. The A&M System acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, the A&M System shall have a recognized proprietary interest in the work product of the Respondent.

4.16   INSURANCE

The Respondent shall obtain and maintain, for the duration of the resultant agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to the A&M System. By requiring such minimum insurance, the A&M System shall not be deemed or construed to have assessed the risk that may be applicable to the Respondent. 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 the 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 the A&M System at least ten days before the effective date of the cancellation.

Coverage	**Limit**
A. **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 the A&M System. Workers' compensation insurance is required, and no "alternative" forms of

insurance will be permitted

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

C. **Commercial General Liability**

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

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

D. Respondent will deliver to the A&M System: Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of the agreement and prior to the performance of any services by Respondent under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System and The Texas A&M University System as Additional Insureds up to the actual liability limits of the policies maintained by Respondent. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System and The Texas A&M University System. No policy will be canceled without unconditional written notice to the A&M System at least ten days before the effective date of the cancellation. *All insurance policies* will be endorsed to require the insurance carrier providing coverage to send notice to the A&M System ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section.

Any deductible or self-insured retention must be declared to and approved by the A&M System prior to the performance of any services by Respondent under the 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 the agreement will be mailed, faxed, or emailed to the following the A&M System contact:

> The Texas A&M University System
> Attn: Jeff Zimmermann
> 301 Tarrow Street, Rm 361
> College Station, TX 77840
> Facsimile Number: (979) 458-6101
> Email Address: jzimmermann@tamus.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by the A&M System in writing.

4.17   DISPUTE RESOLUTION

The dispute 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 the A&M System and Respondent to attempt to resolve any claim for breach of contract made by Respondent that cannot be resolved in the ordinary course of business. Respondent shall submit written notice of a claim of breach of contract under this Chapter to the Deputy Chancellor and Chief Financial Officer for the A&M System, who shall examine Respondent's claim and any counterclaim and negotiate with Respondent in an effort to resolve the claim.

4.18   VENUE

Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against the A&M System shall be in the county in which the primary office of the chief executive officer of the A&M System is located. At the date of this RFP, such county is Brazos County, Texas.

4.19   STATE AUDITOR'S OFFICE

Respondent understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Respondent agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Respondent will include this provision in all contracts with permitted subcontractors.

4.20   CONFLICT OF INTEREST

Respondent and each person signing on behalf of Respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

4.21   PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

By submitting a proposal, the Respondent certifies it does not and will not, during the performance of any resultant contract, boycott Israel. PROVIDER acknowledges any resultant may be terminated if this certification is or becomes inaccurate.

4.22   <u>CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS</u>

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges any resultant agreement may be terminated if this certification is or becomes inaccurate.

4.22   Respondent shall neither assign its rights nor delegate its duties under the resultant agreement without the prior written consent of the A&M System.

EXHIBIT A

EXECUTION OF OFFER

RFP01 CIO-19-035
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 qualifications. Failure to complete, sign and return this execution of offer with the qualifications may result in rejection of the qualifications.

Signing a false statement may void the submitted qualifications or any agreements or other contractual arrangements, which may result from the submission of respondent's qualifications. A false certification shall be deemed a material breach of contract and, at the A&M System's option, may result in termination of any resulting contract or purchase order.

Addenda Acknowledgment

Receipt is hereby acknowledged of the following addenda to this RFP by entering yes or no in space provided and indicating date acquired. Enter "0" if none received.

No. 1 _____   Date _____   No. 3 _____   Date _____

No. 2 _____   Date _____   No. 4 _____   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 has 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 the A&M System' option, and the Respondent may be removed from all future proposal lists at this state agency;

(iii) the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of the Response;

(iv)   no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between Respondent and an employee of the A&M System;

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

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

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

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

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

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

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

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

(xiii)   under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Respondent shall provide Federal EIN/Tax ID, full firm name, address and other information as requested in the spaces below. Failure to manually sign or with electronic signature (such as DocuSign or Adobe Sign) below will disqualify the proposal response. The person signing the submittal should show title or authority to bind his/her firm in contract.

Federal EIN/TAX ID: _____

Vendor/Company Name: _____

Authorized Signature (INK): _____

Name: _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

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* 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 the A&M System or any employee thereof, or any person, firm or corporation under contract with the A&M System whereby the Respondent, in order to induce acceptance of the foregoing Proposal by said the A&M System, has paid or is to pay to any other Respondent or to any of the aforementioned persons anything of value whatever, and that the Respondent has not, directly or indirectly entered into any arrangement or agreement with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The Respondent hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, potential Respondent, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Respondents or potential Respondents, or to obtain through any unlawful act an advantage over other Respondents or the A&M System.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the Respondent without consultation with other Respondents or potential Respondents or foreknowledge of the prices to be submitted in response to this solicitation by other Respondents or potential Respondents on the part of the Respondent, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned Respondent and each person signing on behalf of the Respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the A&M System, nor any officer, employee, or person, whose salary is payable in whole or in part by the A&M System, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature   _____

Company Name   _____

Date   _____

_____
Subscribed and sworn to before me this

_____ day of _____, 2019.

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

_____. My commission expires: _____

THE EXECUTION OF OFFER AND NON-COLLUSION AFFIDAVIT MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S SUBMISSION. FAILURE TO SIGN AND RETURN THESE DOCUMENTS WILL RESULT IN THE REJECTION OF YOUR SUBMISSION.