



TEXAS A&M UNIVERSITY SYSTEM

Office of Procurement and HUB Program

REQUEST FOR PROPOSAL

RFP Number: RFP01-CIO-23-136

Student Information System and Peripheral Applications

PROPOSAL MUST BE RECEIVED PRIOR TO:

2:00 P.M. Central time (CDT) on October 18, 2022

EMAIL RFP RESPONSES TO:

soprocurement@tamus.edu

SUBJECT LINE: CIO-23-136 – Student Information System

NOTE: Proposal response must be received by The Texas A&M University System Office of Procurement and HUB Program before the date and time specified for receipt of proposal as stated within Section 2.3 of this RFP. After the due date and time, only the names of respondents will be made public.

REFER INQUIRIES TO:

Jeff Zimmermann, Executive Director
Procurement and Business Services | HUB Program
The Texas A&M University System
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 5 for more information regarding confidential and proprietary information.

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SECTION 1 - INTRODUCTION

1.1 Scope

The Texas A&M University System (“A&M System”) is seeking proposals for innovative approaches to managing the Student Information Systems (Banner and peripheral modules and applications) of its member universities and agencies (“Member” or “Members”). Examples for potential solutions may include, but are not limited to, managed services models, centers of excellence, and optimized rate cards.

It is the intent of A&M System to establish a master services agreement (“Agreement”) with one or more firms (referred to as “Respondent” or “Vendor”) to meet the needs of its Members per the requirements listed in Section 3.

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

1.2 About The A&M System

The Texas A&M University System is one of the largest systems of higher education in the nation, with a budget of \$7.2 billion. Through a statewide network of 11 universities, a comprehensive health science center, eight state agencies, and the RELLIS Campus, the Texas A&M System educates more than 152,000 students and makes more than 22 million additional educational contacts through service and outreach programs each year. System-wide, research and development expenditures exceed \$1 billion and help drive the state’s economy. More information about the A&M System and all of its Members can be found on the [A&M System About](#) page.

1.3 Priorities/Expectations

Respondents should note the following priorities/expectations with regard to the possibility of 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 all A&M System Members in a timely, cost effective manner. A&M System is seeking a Respondent or Respondents 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 successful completion of services as determined by A&M System.
- (c) *Delivery Efficiency as it Relates to Total Costs.* Respondent must demonstrate its ability to deliver the required services in a cost-effective and timely manner while not sacrificing the quality required by the A&M System.
- (d) *Completeness of Service.* Respondent should highlight expertise in providing ancillary services which enhance quality or completeness of the service. Examples include; securing the Student Information System (per A&M System or State of Texas Best Practices,) configuration and maintenance of Operating Systems hosting the Student Information System components, expertise with other systems interacting with Student Information System (*i.e.* CRM, distance learning...)

1.4 Calendar of Events

<u>Activity</u>	<u>Date</u>
Release of Request for Proposal	September 21, 2022
Deadline to Submit Questions	September 29, 2022
Release of Addendum (if applicable)	October 4, 2022
RFP Responses Due	October 18, 2022 by 2:00 p.m. CDT
Interviews (at A&M System's option)	TBD
Selection of Respondents	TBD

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 A&M System and/or in the event A&M System requires more time to ensure that the selection of the Respondent is in accordance with its policies, rules and regulations, as well as actual timing needs.

1.5 Performance Period

Should A&M System, in its sole discretion, enter into an Agreement with one or more successful Respondents as a result of this RFP, the resultant Agreements shall be effective upon execution for a period of three (3) years. Any resultant Agreement may be extended for up to two (2) additional two (2) year terms, providing all parties mutually agree in writing on the extension. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by the A&M System and negotiated in writing with the successful Respondent. The A&M System reserves the right to amend the terms of any resultant agreement as necessary to meet state or federal requirements.

SECTION 2 - INSTRUCTIONS FOR RESPONDENTS

2.1 General Information

The A&M System is seeking proposals for innovative approaches to managing the Student Information Systems (Banner and peripheral modules and applications) for The Texas A&M University System. This RFP outlines the scope and requirements within Section 3. While it is the intent of the A&M System to effectively establish an Agreement with a pool of qualified providers for the services stated within this RFP, there is no guarantee that an award will be made or any agreement executed. If a pool of providers is established as a result of this RFP, Members will have the option to choose at their discretion from the pool.

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, as 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.

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 documentation submitted with the proposal response will become the property of the A&M System.

2.2 Examination of the Request for Proposal

Before submitting, each Respondent will be held to have examined 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 of the existing and/or revised conditions and accepts them "as is."

2.3 Submittal Instructions

All proposals must be received by the A&M System, no later than **2:00:00 p.m. CDT, October 18, 2022** electronically via email to soprocurement@tamus.edu with the subject line of "**CIO-23-136 – Student Information System.**" The sent time indicated within the A&M System email server shall be used for the receipt and acceptance of the response. It is each Respondent's responsibility to ensure that the entire submittal response is received by the A&M System by the deadline stated above regardless of submission method. **Late proposal responses will not be considered under any circumstances.**

A file sharing tool may be used to submit the proposal response if large file sizes are an issue. If opting to use a file sharing tool it is recommended that Respondents send a test file prior to the due

date.

Submittal File Format: Submission shall be saved as two (2) separate files in Adobe Portable Document Format (PDF) according to the items listed below and named as such; I) “**company name – Proposal**” and II) “**company name – Forms.**”

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 may be basis for response disqualification.

I. Proposal

- ✓ Cover Letter to include a brief introduction with interest and capability of the Respondent.
- ✓ Table of Contents
- ✓ Proposal, to include Sections 4.1 – 4.3
- ✓ Pricing Proposal, Section 4.4

II. Forms

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B) – signed and notarized
- ✓ HUB Subcontracting Plan (Section 4.6)

Proposal format: The proposal response shall be presented in the order listed above with sections noted accordingly for easy reference. The Table of Contents shall provide page numbers for each section of the proposal.

Note: Additional information regarding the Execution of Offer and Non-Collusion Affidavit.

- Execution of Offer: The signature in the Execution of Offer within the electronic copy shall serve as the official signature of record. Signature can be done electronically with DocuSign, Adobe or another similar tool.
- Non-Collusion Affidavit: The Respondent signature as well as the notarization on this document may be done electronically with DocuSign, Adobe or another similar tool. An agreement may not be executed with the awarded Respondent until this document is fully signed and notarized.

2.5 Inquiries and Interpretations

All questions concerning this RFP are to be directed, in writing, to Jeff Zimmermann, Director, Procurement and Business Services to soprocurement@tamus.edu. Respondent may not contact other individuals at A&M System to discuss any aspect of this RFP, unless expressly authorized by the A&M System Procurement office to do so.

Questions regarding the RFP, including questions for more data or information beyond that included in this RFP and any attachment, should be presented in writing. **Deadline for submission of questions is September 29, 2022.** The A&M System will publish all questions with responses according to the schedule in Section 1.4.

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://www.txsmartbuy.com/sp>. (Input Agency Number “710” and select “Posted” for the Status)

It is the responsibility of all Respondents to check the ESD for any and all addenda issued for this RFP. 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 inquiries receiving a public reply via formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

2.6 Selection Process

The evaluation of the proposals shall be based on the information provided 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.

The A&M System will base its choice on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fees for the 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 whose experience and qualifications, as presented in response to this RFP, establish them, in the opinion of A&M System, as well-qualified and offering the greatest benefits, experience and value to A&M System. A&M System 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 A&M System 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 A&M System MAY BE REQUIRED to interview with the evaluation committee before the final selection(s). If interviews are required they will be done online through video conferencing, or in person if allowed at the time by A&M System guidelines and agreed to by both parties. A&M System will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation, submission or interviews that may be conducted.

Submission of proposals indicates Respondent's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by A&M System during the evaluation process. The selection of the successful proposal(s) may be made by A&M System on the basis of the proposals initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful proposal(s) may be made by A&M System on the basis of negotiation with any of the Respondents. 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, 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.

A&M System may perform reference checks and seek further information, as needed from all Respondents whose proposals A&M System, at its discretion, considers viable, based on the initial

evaluation and scoring. The Respondent's response to this requirement officially authorizes A&M System to contact these organizations to discuss the services and other considerations that the Respondent has provided to such organizations and authorizes the organizations to provide such information to A&M System and Respondent shall and hereby does release and hold harmless 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.

A&M System 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(s).

SECTION 3 - SCOPE AND SUPPORT

3.1 General

The Texas A&M University System is requesting proposals for a resource-based approach to managing its Student Information Systems, where managing may include support of the existing applications, enhancements to the existing applications, upgrades and new releases for the existing applications, and implementation of new modules. The management of the applications does not include hosting or managing the physical infrastructure associated with these applications.

The proposed solution should include the Vendor's approach to this model as well as address the following expectations:

- Manage, support and enhance existing applications and services and also ensure ongoing improvement in performance, value, flexibility and customer satisfaction
- Execute a multi-vendor strategy by coordinating support with other vendors supporting non-Student Information Systems
- Use considerable experience in implementing strong business processes
- Be able to solve complex business problems and provide thought leadership
- Be able to add the flexibility of supporting additional projects as a part of new business initiatives
- Ensure that there are no service disruptions or loss in throughput during the vendor transition phase and that business process integrity is maintained.

3.2 Scope

3.2.1 Systems and Scope

The systems and application modules in scope will be those specifically listed and/or connected to those listed in Exhibit C – University Profiles.

3.2.2 A&M System Members in Scope

The A&M System Member universities and agencies in scope for this RFP are listed here, as well as their profile, user, and demographic information in the Exhibit C – University Profiles.

- Prairie View A&M University
- Tarleton State University
- Texas A&M Central University
- Texas A&M Commerce University
- Texas A&M Corpus Christi University
- Texas A&M International University
- Texas A&M Kingsville University
- Texas A&M San Antonio University
- Texas A&M Texarkana University
- RELLIS Academic Alliance
- Texas A&M University
- Agencies, i.e., TDEM, TEEX, etc.

3.3 Support Proposal

A&M System seeks proposals for a solution to support, enhance, and or implement Student

Information Systems for the A&M System Members. Respondents are asked to address the roles and activities outlined in Exhibit D – Student Information System Roles and Responsibilities in their proposed model. If proposing more than one model, please address each model accordingly in the proposal response.

- 3.3.1 Pricing. The proposal must address the applicable pricing approach for each type of model.
- 3.3.2 Experience. The model(s) must address how the vendor assigns the resources required to manage the application portfolio:
 - a. Breadth of Required Skills – Including the number and depth of resources within the vendor’s organization that match the required skills needed to support the application portfolio. Example: Degree Works
 - b. Breadth of Required Roles – Including the number and depth of resources within the vendor’s organization that match the required roles needed to support the application portfolio. Example: Database Admin/Application Admin
 - c. Breadth of Vendor Portfolio – Including any type of service the vendor feels may be relevant in the future for A&M System, but is not specifically laid out in this RFP. Example: Sharepoint
 - d. Domain Expertise – Including the number and types of engagements in the Higher Education Industry directly relevant to the services required in this RFP.
- 3.3.3 Service Levels. The model(s), at a minimum, must address how the vendor will commit to performance:
 - a. Service Levels – Including the types of Service Levels, FTE Levels, and/or pricing
 - b. Metrics – As applicable, the types of metrics that will be recommended to ensure performance and value return for A&M System
- 3.3.4 Governance. The model(s) must address how the vendor will work with A&M System, and potentially a third party, to oversee the performance and continuous improvement for the services outlined in the vendor’s response:
 - a. Strategic Governance – Including who, how, and when the vendor’s organization will interact with A&M System and the A&M System Member and the potential third party to ensure a continuous improvement approach to the relationship.
 - b. Operational Governance – Including who, how, and when the vendor’s organization will interact with A&M System Member to ensure day-to-day issues, demand, prioritization, and execution are occurring.
 - c. Security, Risk, & Issue Management – Including who, how, and when the vendor will escalate issues with the model, the services, and/or A&M System Members. Vendor must also include recommendations on who, how, and when A&M System Members will escalate and manage applicable issues.
 - d. Executive Oversight & Account Management – Including who from the vendor will be accountable for all services and decisions with regard to the A&M System Member relationship.
- 3.3.5 Service Delivery Model. The model(s) must address how the vendor will deliver its proposed model(s) to A&M System Members:
 - a. Location(s) – Including where and how many resources will be assigned to deliver the proposed services to A&M System Members. Use of offshore resources must be clearly spelled out.

- b. Resourcing / Staffing – Including how resources, resource requests, and attrition will be handled. Should a baseline model be proposed, how the vendor will accommodate staffing flex capacity and how often staffing models will be reviewed to ensure effective delivery. Commitments to attrition rates, staffing / sourcing times, and utilization should be noted in the “Performance Commitments.” See section. 3.3.2, (a)
 - c. Tools – Including any technology, capability, or application the vendor requires A&M System Members to possess in order for the vendor to effectively deliver the model.
- 3.3.6 Other Areas. The vendor may choose to propose other areas, related to Student Information Systems Services, which it may recommend as an additional or value-add services. Examples include, but not limited to:
- a. Quality Assurance (Testing) – Approach to defect management
 - b. Knowledge Management
 - c. Compliance and Audits
 - d. Maintenance and monitoring of IT systems delivering the Services
 - e. Security configuration and compliance with State and System Security Policies
 - f. Interoperability with other IT systems (CRM...)
 - g. Institutional support through student mentorships or internships
 - h. Support and guidance for architecture (on prem to cloud) or platform (Banner to PeopleSoft) migration

SECTION 4 - PROPOSAL RESPONSE

The Respondent recognizes that in its selection process A&M System 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.

4.1 Company Profile

- A. Provide a contact name for this RFP response, including title, address, telephone number and email address.
- B. Number of years in business: _____
- C. Number of Employees: _____ (company wide) _____ (relevant branch office(s))
- D. Annual Sales Volume: _____(company wide)
- E. 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.
- F. 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.
- G. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

4.2 Technical Proposal

Respondent should describe how their services can address the overall needs and requirements of the A&M System as described in *SECTION 3 – SCOPE AND SUPPORT*.

In responding to these requirements, Respondent:

- Must provide narrative in response to the requirements described in Section 3.3 (Support Proposal) addressing all requested information
- May provide services documentation that support their ability to meet the requirements of the A&M System
- May provide other documentation and information to demonstrate the overall value of the Services

Specifically, Respondent shall provide the following core elements in the proposal:

- Discussion of the methodologies and practices used by the firm to address our needs
- Describe specific and representative human resources the firm might assign to our projects
- Describe their technical and services team including relevant experience and expertise with enterprise reporting, financial application development, and modern web architecture, the number of resources available to us, and other relevant factors
- Provide a clearly documented pricing methodology, as discussed in section 4.4

4.3 Vendor Qualifications

Respondent shall provide a response to the following items:

- A. Respondent must furnish at least four references from clients from the past three years for services provided similar in scope, size, and complexity to the scope of services described in

Section 3 above. If possible, the A&M System requests that two of the references come from institutions of Higher Education and/or other public sector entities and ideally from schools within the A&M System.

- Company/Agency name & address
 - Contact person name & title
 - Contact phone number
 - Contact email address
 - Summary of services provided
- B. Has Respondent worked with the A&M System or any of its Member universities or agencies in the past two years? If yes, provide the specific Member of the A&M System, point of contact (name, title, phone number, and email address), and a brief description of the work performed.
- C. Has Respondent had any work with A&M System university or agency non-renewed or cancelled for any reason in the past five years? If so, please provide details on work, agency, and time frame.
- D. Describe Respondent's core service offerings with particular reference to financial software and the A&M System's preferred technologies as discussed in this RFP.

4.4 Pricing Proposal

Respondent shall provide a complete pricing proposal for the Services offered to include the following items as applicable.

- A. Describe in as much detail as possible the proposed methodology for pricing each service. Include hourly rates for services if that is part of the methodology, and/or a fully documented approach to how the firm will price requests to execute specific SOWs; e.g., fixed-price/fixed-bid.
- B. There shall be no ongoing costs in regard to the agreement reached as a result of this RFP except those specifically requested by the A&M System.
- C. Provide terms of payment for any services to be provided as part of the scope of this RFP.

4.5 Proposal Considerations

- A. Proposals must include the required A&M System Member resources (People, Processes, Capabilities) to ensure the model(s) success
- B. Proposal solution must include pricing and rate cards for three (3) years to coincide with the initial term of an Agreement.
- C. Proposal must include a potential cost to migrate services from existing vendors and / or internal A&M System Members, as applicable
- D. Proposal price must include cost of relevant tool licensing to deliver services
- E. Proposal must include how vendor proposes to accomplish connectivity, should service delivery approach require remote resources, including minimum required bandwidth
- F. Any additional costs such as travel must be quoted as a separate line item. Allowed travel expenses must be in compliance with the State of Texas Travel Guidelines as defined by the Comptroller of Public Accounts
- G. Proposal must include an approach to handling an increase in the required support of Student Information Systems (examples include, but not limited to: enrollment growth, system size growth, addition of module enhancements)
- H. Total cost of ownership should be demonstrated as \$/FTE/year and \$/HR

4.6 **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 (“HUB”) in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB Program is to promote equal access and equal opportunity to HUB vendors in A&M System contracting and purchasing. Subcontracting opportunities are defined as those opportunities contracted with a vendor to perform a service, 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**. The intent of the HSP is for the Respondent to detail how they will commit to a “Good Faith Effort” to attract and use state of Texas certified HUB vendors. 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 participation goal for this RFP is 11% (Other Services) and every effort should be made to achieve this level of participation through subcontracting opportunities, mentor protégé relationships, or other relationships with the objective of increasing HUB utilization. Maximizing HUB participation is of the utmost importance to The Texas A&M University System.

HSP Submission Requirement:

Complete the [A&M System HSP form](#) for FY22 by submitting Sections 1, Section 2, Section 4, and Method A or Method B as applicable based on the response to Section 2c-d. If subcontracting, the applicable HUB participation goal for this RFP is 11% (Other Services) and every effort shall be made to obtain this goal. The opportunities listed in Section 2b shall be those that you anticipate based on the scope of this RFP to include estimated percentages.

Please contact Ms. Porschia Tolbert, A&M System HUB Program Director at soprocurement@tamus.edu for assistance in identifying 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 Ms. Tolbert.

SECTION 5 - GENERAL TERMS AND CONDITIONS

- 5.1 TERMS AND CONDITIONS: A&M System 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 A&M System determines to be incomplete, conditional, obscure, or which has irregularities of any kind, may be rejected. 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 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 A&M System 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 A&M System Office of General Counsel are essential prior to the award of any resultant agreement. In the event the Respondent does not supply terms and conditions with their submittal, A&M System terms and conditions will govern this transaction.

- 5.2 FAMILY EDUCATION RIGHTS AND PRIVACY ACT ("FERPA"): A&M System hereby designates PROVIDER as an A&M System "official" with a legitimate educational interest in A&M System's education records, as defined in the Family Education Rights and Privacy Act, to the extent PROVIDER requires access to those records to fulfill its obligations under this Agreement. This designation is solely for the purposes of FERPA compliance and for no other purpose, and to the extent A&M System has policies, rules, and procedures binding on A&M System officials generally, those policies, rules, and procedures will apply to PROVIDER only to the extent as is relevant to compliance by PROVIDER and A&M System with FERPA. PROVIDER shall implement reasonable administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access, and to secure A&M System education records. PROVIDER shall: (a) abide by FERPA's limitations on re-disclosure of personally identifying information in education records; (b) not use or disclose education records created or received from, by, or on behalf of A&M System or its students for any purpose other than the purpose for which such disclosure is made; and, (c) not use or disclose such education records except as permitted under this Agreement, as required by law, or as authorized by A&M System in writing.
- 5.3 GOVERNING LAW: Respondent agrees that, in the event of a dispute, laws of the State of Texas will prevail.
- 5.4 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.
- 5.5 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 any resultant agreement, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
- 5.6 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.

- 5.7 **INDEMNIFICATION AND HOLD HARMLESS:** The Respondent shall defend, indemnify and hold harmless 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 any resultant agreement. The Respondent agrees to protect the State from claims involving infringement of patents or copyrights.
- 5.8 **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.
- 5.9 **EARLY TERMINATION:** A&M System shall have the right to terminate any resultant agreement with the Respondent without penalty after a (30) day written notice of termination to the Respondent under the following circumstances:
- A. Default of Respondent
- It shall be considered a default whenever the Respondent shall:
- (a) Disregard or violate material provisions of any resultant agreement documents or A&M System 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.
- B. Convenience of A&M System
- Termination of any resultant agreement if construed by A&M System 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.
- 5.10 **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 A&M System.
- 5.11 **CIVIL RIGHTS REQUIREMENTS:** All Respondents must comply with applicable civil rights laws.
- 5.12 **ENTIRE AGREEMENT:** Any 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 any resultant agreement. Any amendment or modification to any resultant agreement must be in writing and signed by the parties hereto.
- 5.13 **SEVERABILITY:** It is understood and agreed that if any part, term, or provision of any 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 any resultant agreement did not contain the particular part, term, or provision held to be invalid.
- 5.14 **MODIFICATION OF SERVICE:** A&M System reserves the right to modify the services during the course of any resultant agreement. Any changes in pricing and rates proposed by the Respondent resulting from such changes are subject to acceptance by A&M System.
- In the event prices and rates cannot be negotiated to the satisfaction of both parties, resultant agreement may be subject to competitive bidding based upon the new specifications.
- 5.15 **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 A&M System.

Information provided to Respondent by A&M System, 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 A&M System.

5.16 INDEPENDENT CONTRACTOR: The successful Respondent agrees that in all respects its relationship with 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 A&M System or incur any obligation on the part of A&M System without written authority of 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 A&M System relative to conduct on its premises.

5.17 CONFIDENTIALITY: In accordance with the Texas Public Information Act, Submittals could be subject to public review after any resultant agreements 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.

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 A&M System receives a request for public information for any portion of any final report or papers that have been designated by Respondent to be confidential, A&M System 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.

5.18 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 A&M System's written request, Respondent will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System.
- C. Respondent acknowledges that A&M System 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*.
- D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to any resultant agreement and the Respondent agrees that the resultant agreement can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

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

5.20 SUBCONTRACTING: No subcontract or third party personnel will be permitted to perform services described herein, without the written consent of A&M System. 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 resultant agreement from this RFP. The Respondent shall describe who will be, if any, subcontractor(s) for the resultant agreement. No subcontract, which the Respondent entered into with respect to performance under any resultant agreement, shall in any way relieve the Respondent of any responsibility for the performance of its duties under the terms of the resultant agreement. The Respondent shall notify the agency in writing of any changes in subcontracting.

- 5.21 INSURANCE: Insurance requirements as stated within Exhibit E, attached hereto.
- 5.22 DISPUTE RESOLUTION: The resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by 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 A&M System, who shall examine Respondent's claim and any counterclaim and negotiate with Respondent in an effort to resolve the claim.
- 5.23 VENUE: Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against A&M System shall be in the county in which the primary office of the chief executive officer of A&M System is located.
- 5.24 STATE AUDITOR'S OFFICE: Respondent understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Respondent agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Respondent will include this provision in all contracts with permitted subcontractors.
- 5.25 Respondent shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M System.
- 5.26 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).
- 5.27 ALTERNATE PROPOSALS: A&M System 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.
- 5.28 WARRANTIES: In addition to all warranties established by law, Respondent hereby warrants and agrees that:

All goods and services covered by any agreement shall conform to the specifications or other descriptions set forth in the agreement or otherwise furnished or adopted by A&M System, and shall be merchantable fit for the purpose intended, of best quality and workmanship, and free from all defects. A&M System 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 A&M System'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 any resultant 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 any resultant 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.
- 5.29 ACCEPTANCE OF SERVICES: All services performed under any resultant agreement shall be to the satisfaction of each agency and in accordance with the specifications, terms, and conditions of the agreement. A&M System reserves the right to review the services performed and to determine the quality and acceptability of such services.
- 5.30 SALES AND USE TAX: A&M System, 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.
- 5.31 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.
- 5.32 ACCESS TO AGENCY DATA: Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at <https://cyber-standards.tamus.edu>, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of A&M System's data. PROVIDER shall periodically provide A&M System with evidence of its compliance with the Security Controls within thirty (30) days of A&M System's request.
- 5.33 CLOUD COMPUTING SERVICES: As of the Effective Date, PROVIDER represents and warrants that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"). Pursuant to Section 2054.0593, Texas Government Code, PROVIDER shall maintain RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. PROVIDER shall provide A&M System with evidence of its TX-RAMP compliance and certification within thirty (30) days of A&M System request and at least thirty (30) days prior to the start of any renewal term of this Agreement.
- 5.34 CYBER SECURITY TRAINING: PROVIDER represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- 5.35 DISASTER RECOVERY PLAN: Upon request of Agency, Respondent shall provide the descriptions of its business continuity and disaster recovery plans.
- 5.36 CONFLICT OF INTEREST: By executing any resultant agreement, 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 the resultant agreement, or in the services to which the resultant agreement relates, or in any of the profits, real or potential, thereof.
- 5.37 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: To the extent that Texas Government Code, Chapter 2271 applies to any resultant agreement, Respondent certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of any resultant agreement. Respondent acknowledges any resultant agreement may be terminated and payment withheld if this certification is inaccurate.

- 5.38 CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS: Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Respondent certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Respondent acknowledges any resultant agreement may be terminated if this certification is or becomes inaccurate.
- 5.39 PROHIBITION ON CONTRACTS RELATED TO PERSONS INVOLVED IN HUMAN TRAFFICKING: Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in any resultant agreement is not ineligible to receive the specified contract and acknowledges that the resultant agreement may be terminated and payment withheld if this certification is inaccurate.
- 5.40 RECORDS RETENTION: Respondent will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the resultant Agreement for the duration of the resultant Agreement and for seven years after the conclusion of the resultant Agreement.
- 5.41 NOT ELIGIBLE FOR REHIRE: Respondent is responsible to ensure that employees participating in work for any A&M System Member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of the resultant Agreement.
- 5.42 DEALINGS WITH PUBLIC SERVANTS AFFIRMATION: PROVIDER has not given, offered to give, 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 this Agreement.
- 5.43 EXECUTIVE HEAD OF A STATE AGENCY AFFIRMATION: In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, PROVIDER certifies that it is not (1) the executive head of the Agency, (2) a person who at any time during the four years before the date of the contract was the executive head of the Agency, or (3) a person who employs a current or former executive head of the Agency.
- 5.44 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION: PROVIDER verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the contract, PROVIDER shall promptly notify A&M System.
- 5.45 ENERGY COMPANY BOYCOTTS: PROVIDER represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

**EXHIBIT A
EXECUTION OF OFFER**

RFP01 CIO-23-136

DATE: _____

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

A.1 Respondent Affirmation

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

This execution of offer must be completed, signed, and returned with the respondent's proposal. Failure to complete, sign and return this execution of offer with the proposal may result in rejection of the proposal.

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

Addenda Acknowledgment

Receipt is hereby acknowledged of the following addenda to this RFP by entering yes or no in space provided and indicating date acquired. Enter "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 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 A&M System;
- (v) Respondent has not been an employee of 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) 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 RFP, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that any resultant agreement 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 any resultant agreement may be terminated and payment withheld if this certification is inaccurate.

Respondent shall provide their Federal Employer Identification Number (EIN), full VENDOR name, address and contact information in the spaces below. Failure to sign manually 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/Taxpayer ID #: _____

Vendor/Company Name: _____

Authorized Signature: _____

Name: _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

<p>* 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).</p>

**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 A&M System or any employee thereof, or any person, firm or corporation under contract with A&M System whereby the Respondent, in order to induce acceptance of the foregoing Proposal by said 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 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 A&M System, nor any employee, or person, whose salary is payable in whole or in part by 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 _____

Notary _____

Subscribed and sworn to before me this
_____ day of _____, 2022.

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

_____. My commission expires: _____

**EXHIBIT C
UNIVERSITY PROFILES**

Prairie View A&M

Application Portfolio

Vendor	Application Module	Version	Users	Database	Install Date
Ellucian	Advancement	8.7.1		Oracle 11g R2	10/26/2014
	Advancement Self-Service	8.8.1		Oracle 11g R2	10/26/2014
	Web for General	8.7.1		Oracle 11g R2	11/20/2014
	Faculty and Advisor Self-Service	8.6		Oracle 11g R2	2/9/2014
	Financial Aid Self-Service	8.22		Oracle 11g R2	2/22/2015
	Student Self-Service	8.6		Oracle 11g R2	2/9/2014
	General	8.7.2		Oracle 11g R2	12/27/2014
	Financial Aid	8.22.1		Oracle 11g R2	3/22/2015
	Student	8.6.7		Oracle 11g R2	11/20/2014
	Accounts Receivable	8.4.5		Oracle 11g R2	11/3/2013
	Web Tailor	8.7		Oracle 11g R2	11/25/2014

Peripheral Applications / Integrations

	Ellucian Pilot 1.0		25		
	Moodle 2.6 hosted by Remote Learner		Students and Faculty 10000		
	CBORD CS Gold Higher One		Students 8300		
	N/A				
	Banner		15 with access to this data		
	TouchNet hosted		Students and some parents 10000		
	Runner Technologies		5		
	T2 hosted		15		
	UC4 8.x with Banner agent		5		
	Evisions Form Fusion 3.x		5		
	N/A				
	Cognos 8.4		30		
	GradesFirst		20		
	Accudemia		30		
	CAPP		100		
	Leepfrog		100		
	Courseleaf		100		
	SSD Axiom,		10		

	Axiom Web, EDI.Smart		10 5		
	AMS American Campus		Unknown		
	Maxient Hosted		10		
	BDMS/Xtender 8 + Laserfiche		100		
	Banner Workflow 8.4		85		
	MENTIS data masking		5		

[Tarleton State University](#)

Application Portfolio

Vendor	Application Module	Version	# of Users	Database Type	Install Date
Ellucian	FA	8.22	16	Oracle	Feb-15
	BRM	1.7	5	Oracle	Dec-14
	Banner	General 8.6.4 Student 8.6.6	500	Oracle	Feb-15
	UC4	V8	5	Oracle	Jun-12
	Degree Works	4.1.2	10	Oracle	Dec-13
	eVisions - (Form Fusion)	3.17	500	Oracle	Jan-04
	Accounts Receivable	8.4.5	15	Oracle	Feb-15
	Web Tailer	8.6.1	5	Oracle	Feb-15
	Web Extender	7	25	Oracle	Jan-11
	ODS	8.4.1	5	Oracle	Dec-14
	EDW	8.4.3	25	Oracle	Jan-11
	SRP	1.1	25	Oracle	Jan-11
	RAP	1.3	25	Oracle	Jan-11

[Texas A&M-Central Texas](#)

Application Portfolio

Vendor	Application Module	Version	# of Users	Database Type	Install Date
Example: Elucian	FA	1.1	15	Oracle	2/1/13
	FA	8.22	8	11.2.0.4	3/8/15
	BRM	1.7.0.0	25	11.2.0.4	4/3/15
	Banner General	8.6	200	11.2.0.4	3/9/15
	UC4	v 8.0	4		9/2/14

	Degree Works	4.1.4	75		11/12/14
	eVisions	2.0	4		8/15/14
	Accounts Receivable	8.4.5	12	11.2.0.4	05/19/14
	Student module	8.6.6	200		10/10/14
	Banner Document Mgmt. (BDM)	8.5.0	183	11.2.0.4	4/12/14
	Workflow	8.2.0.1	6	11.2.0.4	8/3/14
	ODS/EDW	8.4.3	5	11.2.0.4	3/12/15
	Luminis	5.1	200		9/21/14
	Cognos	10.2	75		10/12/14

[Texas A&M-Commerce](#)

Application Portfolio

Vendor	Application Module	Version	# of Users	Database Type	Install Date
Elucian	Banner General	8.7.1	300+	Oracle	10/25/14
	Banner Accounts Receivable	8.5	300+	Oracle	2/21/15
	Banner Financial Aid	8.22	300+	Oracle	2/21/15
	Banner Financial Aid Self-Service	8.22		Oracle	2/21/15
	Banner Student	8.7.2	300+	Oracle	3/21/15
	Banner Student Self-Service	8.7		Oracle	3/21/15
	Banner Faculty & Advisor Self-Service	8.7		Oracle	3/21/15
	Banner Web General	8.7.1		Oracle	10/25/14
	Banner Web Tailor	8.7		Oracle	10/25/14
	TCC General	8.7	300+	Oracle	10/25/14
	TCC Accounts Receivable	8.5	300+	Oracle	3/21/15
	TCC Financial Aid	8.x	300+	Oracle	10/25/14
	TCC Student	8.7	300+	Oracle	3/21/15
	UC4/Automic	8	30+	Oracle	12/19/14
	Degree Works				
Evisions	FormFusion	1.9		Oracle	
Runner Technologies	Clean Address	4.16.0		Oracle	3/5/15
Touchnet	Bill+Payment Suite	6.5			
IBI	WebFocus				

[Texas A&M-Corpus Christi](#)

Application Portfolio

Vendor	Application Module	Version	# of Users	Database Type	Install Date
Ellucian	Web General	8.6.1	350	Oracle	Fall/2007
Ellucian	Faculty and Advisors Self-Service	8.5.4	350	Oracle	Fall/2007
Ellucian	Financial Aid Self-Service	8.22	350	Oracle	Fall/2007
Ellucian	Student Self-Service	8.6	350	Oracle	Fall/2007
Ellucian	General	8.6.4	350	Oracle	Fall/2007
Ellucian	Integration Components	8.0.2	350	Oracle	Fall/2007
Ellucian	Kiosk (information Access)	7	350	Oracle	Fall/2007
Ellucian	LCBVERS	8.3	350	Oracle	Fall/2007
Ellucian	Financial Aid	8.22.1	350	Oracle	Fall/2007
Ellucian	Student	8.6.6	11228	Oracle	Fall/2007
Ellucian	TCCVERS Texas Consortium	TCC.R.8.x	350	Oracle	Fall/2007
Ellucian	Translation Manager	1.0	350	Oracle	Fall/2007
Ellucian	Accounts Receivable	8.4.5	350	Oracle	Fall/2007
Ellucian	WebTailor	8.6.1	350	Oracle	Fall/2007
Ellucian	BRM	1.7	1	Oracle	Fall/2007
Ellucian	Degree Works	4.0.7	100	Oracle	Fall/2007
eVisions	Argos	3.8	400	Oracle	Fall/2007
eVisions	Form Fusion	1.3	NA	Oracle	Fall/2007
Automic	UC4	9?	NA	Oracle	Fall/2007
Appworx	Appworx	7	NA	Oracle	Fall/2007
Automic	Automics	11	NA	Oracle	Fall/2007

[Texas A&M International University](#)

Application Portfolio

Vendor	Application Module	Version	# of Users	Database Type	Install Date
Example: Elucian	FA	1.1	15	Oracle	2/1/13
Ellucian	FA	8.22		Oracle	1/31/2015
	BRM	N/A	N/A	N/A	N/A
Ellucian	Banner student	8.6.6		Oracle	9/30/2014
	UC4	N/A	N/A	N/A	N/A
Ellucian	Degree Works	4.1.4		Oracle	2/9/2015
	eVisions	N/A	N/A	N/A	N/A
Ellucian	Accounts Receivable	8.4.5		Oracle	

Information Builders	WebFocus	8.0.0.8	224	derby	6/4/2014
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[Texas A&M-Kingsville](#)

Application Portfolio

Vendor	Application Module	Version	# of Users	Database Type	Install Date
Ellucian	FA	8.22	11	Oracle	2/6/2015
	BRM	NA			
Ellucian	Banner Student	8.6.6	30+	Oracle	9/26/2014
	UC4	NA			
Ellucian	Degree Works	4.1.2	20	Oracle	3/8/2015
eVisions	eVisions Form Fusion	Not Sure			
Ellucian	Accounts Receivable	8.4.5	5	Oracle	8/8/2014

[Texas A&M-San Antonio](#)

Application Portfolio

Vendor	Application Module	Version	# of Users	Database Type	Install Date
Ellucian	FA	8.22	11	Oracle	2/6/2015
	BRM	NA			
Ellucian	Banner Student	8.6.6	30+	Oracle	9/26/2014
	UC4	NA			
Ellucian	Degree Works	4.1.2	20	Oracle	3/8/2015
eVisions	eVisions Form Fusion	Not Sure			
Ellucian	Accounts Receivable	8.4.5	5	Oracle	8/8/2014

[Texas A&M-Texarkana](#)

Application Portfolio

Vendor	Application Module	Version	# of Users	Database Type	Install Date
Elucian	Banner General	8.7.1	60+	Oracle	10/24/14
	Banner Accounts Receivable	8.4.5	60+	Oracle	9/20/13
	Banner Financial Aid	8.22	60+	Oracle	2/20/15

	Banner Financial Aid Self-Service	8.22		Oracle	2/20/15
	Banner Student	8.7.2	60+	Oracle	3/27/15
	Banner Student Self-Service	8.7		Oracle	3/27/15
	Banner Faculty & Advisor Self-Service	8.7		Oracle	3/27/15
	Banner Web General	8.7.1		Oracle	10/24/14
	Banner Web Tailor	8.7		Oracle	10/24/14
	TCC General	8.7	60+	Oracle	10/24/14
	TCC Accounts Receivable	8.4.4	60+	Oracle	9/20/13
	TCC Financial Aid	8.x	60+	Oracle	10/24/14
	TCC Student	8.7	60+	Oracle	3/27/15
	UC4/Automic	8	5+	Oracle	12/19/14
	Degree Works				
Evisions	FormFusion	1.9		Oracle	
Runner Technologies	Clean Address	4.16.0		Oracle	3/5/15
Touchnet	Bill+Payment Suite	6.5			
IBI	WebFocus				

EXHIBIT D
Student Information System Roles and Responsibilities

Roles
Delivery Manager/Director
Project Manager
Project Coordinator
Business Analyst
Banner Technical Architect
Banner Applications Administrator
Degree Works Architect
SIS Functional Analyst (Banner)
Degree Works Functional Analyst
CRM Functional Analyst
CRM Architect
PL/SQL Developer
Software Engineer
API/Integrations Engineer
CRM Developer
LMS Administrator
Database Administrator
Windows/Linux System Administrator
Technical Architect
Cloud Architect
Network Architect
Security Architect

EXHIBIT E 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 A&M System. By requiring such minimum insurance, A&M System 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 A&M System at least ten days before the effective date of the cancellation.

<u>Coverage</u>	<u>Limit</u>
1. <u>Worker's Compensation</u>	
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 A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

2. Automobile Liability

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

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

3. Commercial General Liability

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

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

4. Cyber Liability

Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. Cyber Liability policy with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this **agreement and shall include, but not limited to, claims involving infringement of intellectual property**, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Such insurance shall be maintained and in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement. [SYSTEM AND/OR MEMBER] shall be given at least 30 days notice of the cancellation or expiration of the aforementioned insurance for any reason.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the System and its members require and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the System and its members.

5. Additional Endorsements

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

6. Respondent will deliver to 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 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 A&M 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, The Texas A&M University System and A&M System. No policy will be canceled without unconditional written notice to 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 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 A&M System 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 A&M System 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

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