



# THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

**REQUEST FOR PROPOSAL  
COURSE EVALUATION TOOL**

**RFP NUMBER: RFP01 CIO-17-006**

**PROPOSAL MUST BE RECEIVED PRIOR TO:  
2:00 P.M. Central time (CT) on May 8, 2017**

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

**The Texas A&M University System  
HUB & Procurement Programs  
301 Tarrow 3<sup>rd</sup> Floor, Suite 366  
College Station, TX 77840  
Attn: Jeff Zimmermann**

Show RFP Number, Opening Date and Time on Return Envelope

**NOTE:** PROPOSAL must be time stamped at The Texas A&M University System Office of Procurement and HUB Programs before the hour and date specified for receipt of Proposal.

Pursuant to the Provisions of Texas Government Code Title 10, Chapter 2156.121-2156.127, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of RESPONDENTS will be made public.

**REFER INQUIRIES TO:**

**Jeff Zimmermann, Director  
The Texas A&M University System  
HUB & Procurement Programs**

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

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

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## SECTION 1 - INTRODUCTION

### 1.1 Scope

The Texas A&M University System (TAMUS) Office of Information Technology (IT) has a need to select and allow individual System Members to implement an evaluation tool to provide faculty members with constructive feedback on their teaching and course evaluations. TAMUS is seeking proposals to select a RESPONDENT(S) to provide the IT course evaluation tool as described in Section 3. RESPONDENTS shall also include in their proposal the technical resources to assist TAMUS in implementing the tool.

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

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

### 1.2 Background

The A&M System is one of the most influential systems of higher education in the nation, with a budget of \$4.2 billion. Through a statewide network of 11 universities, seven state agencies, two service units and a comprehensive health science center, the A&M System educates nearly 148,000 students and makes more than 22 million additional educational contacts through service and outreach programs each year. Externally funded research expenditures exceed \$946 million and help drive the state’s economy. Its flagship campus, Texas A&M University, is ranked among the top 20 research universities in the nation by the National Science Foundation.

Additional information about the history of The Texas A&M University System can be found at the following site; <http://www.tamus.edu/about/history/>.

### 1.3 Purpose

The primary purpose of the Course Evaluation tool is to provide individual faculty members with constructive feedback on the learning of students in their courses. Course Evaluations may also be used as one component of a holistic evaluation of the faculty member’s teaching in promotion, tenure, and annual review processes. Finally, the Course Evaluation may be used to collect other information pertinent to continuous improvement of course related learning environments such as navigation of online courses, course content, library services, or other support services. The specifics of data collected via surveys will be made by respective member institutions in accordance with their governance processes.

### 1.4 Roles and Expectations

Academic Affairs representatives from TAMUS participating members will determine the functional requirements for the tool.

Individual TAMUS members will:

- Be responsible for implementing a selected tool in collaboration with their Information Technology departments.
- Determine the amount of flexibility granted to individual faculty members, departments, and colleges in administering the tool and in how the surveys can be constructed
- Provide questions and data to populate the tool; will ensure that reporting needs are determined and

- documented;
- Norm the selected tool against questions currently utilized for promotion, tenure, and annual review to assure consistency of evaluation.

Information Technology representatives from TAMUS participating members will:

- Determine the technical requirements of the tool
- Provide technical expertise to ensure that the selected tool meets the functional requirements established by Academic Affairs and in configuring, integrating, and administering the tool to meet the requirements identified
- Assist in activities, such as data collection and statistical analysis, supporting norming of the selected tool against the current tool;
- Develop implementation plans;
- Determine how to offer documentation and optional training sessions on technical aspects of using the tool for the faculty and administrator roles.

Implementation projects may also define trouble shooting and support processes for faculty and administrators throughout the life of the tool.

### **1.5 Priorities/Expectations**

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

- (a) *Ensuring a Quality Level of Service.* This priority encompasses the quality of the level of service that can be provided to all TAMUS customers in a timely, cost effective manner. TAMUS is seeking a RESPONDENT that will ensure the provision of such quality in its delivery of service through proven training techniques and established metrics.
- (b) *Level of Experience and Expertise.* RESPONDENT must demonstrate its capabilities in providing the utmost level of experience and expertise to ensure a successful solution as determined by TAMUS. RESPONDENT shall provide information describing the RESPONDENT'S managed services and project execution experience, including the experience of the resources, account managers, and other key personnel on similar engagements, including past experience within The Texas A&M University System.
- (c) *Delivery Efficiency as it Relates to Total Costs.* RESPONDENT must demonstrate its ability to deliver the required solution in a cost-effective and timely manner while not sacrificing the quality required by a Tier I research System.
- (d) *Financial Stability.* RESPONDENT must demonstrate its financial stability and capabilities in providing the required solution.

### **1.6 Performance Period**

Should TAMUS, in its sole discretion, enter into a Master Agreement with the successful RESPONDENT(S) as a result of this RFP, the agreement shall be effective upon execution for a period of three (3) years. The agreement may be extended for one additional two (2) year term, providing all parties mutually agree in writing on the extension. Any extension shall be at the same terms and conditions plus any approved changes to be determined by TAMUS and negotiated in writing with the successful RESPONDENT.

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

## SECTION 2 – INSTRUCTIONS FOR RESPONDENTS

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

This RFP outlines requirements as specified in Section 3. Submittals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 120 days from the date of submission, and may be subject to further extensions as negotiated. A statement to this effect should be contained in the RESPONDENT's cover letter.

This RFP contains specific requests for information. RESPONDENTS are encouraged to examine all sections of this RFP carefully, in that the degree of interrelationship between sections is critical. In responding to this RFP, RESPONDENTS are encouraged to provide any additional information they believe relevant.

Clause headings appearing in this RFP have been inserted for convenience and ready reference. They do not purport to define, limit or extend the scope of intent of the respective clauses. Whenever the terms "must", "shall", "will", "is required", or "are required" are used in the RFP, the subject being referred to is to be a required feature of this RFP and critical to the resulting submittal.

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

Each proposal shall be prepared simply and economically, providing a straightforward and concise description of RESPONDENT's ability to meet the requirements of this RFP. Emphasis shall be on completeness, clarity of content and responsiveness to the offer requirements. Expenses for developing and presenting submittals shall be the entire responsibility of the RESPONDENT and shall not be chargeable to TAMUS. All supporting documentation and manuals submitted with this submittal will become the property of TAMUS unless otherwise requested by the RESPONDENT, in writing, at the time of submission, and agreed to, in writing, by TAMUS.

All technical questions concerning this RFP are to be directed to Jeff Zimmermann, Director, Procurement and Business Services, in writing, at [jzimmermann@tamus.edu](mailto:jzimmermann@tamus.edu). RESPONDENT may not contact other individuals at TAMUS to discuss any aspect of this RFP, unless expressly authorized by the Procurement Office to do so. Questions regarding the RFP, including questions for more data or information beyond that included in this RFP and attachment, should be presented in writing. **Deadline for submission of questions is by 5:00 p.m. CT April 24, 2017.** TAMUS will publish all questions with responses according to the schedule in Section 2.1.

### 2.1 Calendar of Events \*

<u>Activity</u>	<u>Date</u>
Release of Request for Proposal	April 11, 2017
Release of Addendum (if applicable)	April 18, 2017
Deadline to Submit Questions	April 24, 2017
Release of Addendum (if applicable)	April 26, 2017
Responses Due	<b>May 8, 2017 by 2:00 p.m. CT</b>
Demonstration/Presentation by selected finalists	TBD
Selection of Respondent	TBD

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

## 2.2 Examination of the Request for Proposal

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

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

## 2.3 Submittal Instructions and Delivery of Submittals

All submittals must be received by TAMUS, no later than **2:00 p.m. CT, May 8, 2017** in a sealed envelope or box marked "**RFP01 CIO-17-006 COURSE SURVEY TOOL**".

**Submittals are to be submitted to:**

**MAIL, HAND DELIVER, AND /OR  
EXPRESS MAIL SUBMITTAL TO:  
The Texas A&M University System  
Office of HUB & Procurement Programs  
301 Tarrow, 3<sup>rd</sup> Floor, Suite 366  
College Station, TX 77840  
Attn: Jeff Zimmermann**

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

Telephone and/or facsimile (Fax) submittals are not acceptable under any circumstances.

## 2.4 Proposal Components

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

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B) – signed and notarized
- ✓ Section 3, all requested information must be provided and all requirements must be met
- ✓ Section 4, Company Response
- ✓ Section 2.8, HUB Subcontracting Plan

**RESPONDENT shall provide two (2) electronic copies of the complete RFP response as specified above. Note: The electronic copy shall be combined in a single file.**

All electronic copies must either be in Microsoft Office software or Adobe Portable Document Format (PDF). All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif and submitted on a CDROM or thumb drive. We prefer image files to already be inserted as part of a document such as a PDF. Individual image files on the electronic media must be clearly named and referenced in your proposal response.

**NOTE:** The original signature on the ONE (1) original copy will serve as the official signature of record for all electronic copies. The proposal must be manually signed by a person with authority to bind the firm under a contract.

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

Submittals are to be submitted as a booklet or in notebook form with appropriate indices. Each submittal should be prepared simply and economically, providing a straightforward and concise description of the RESPONDENT's service, approach and ability to meet TAMUS' needs as stated in this RFP. Schedules and Exhibits must be clearly identify and defined.

## **2.5 Inquiries and Interpretations**

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and posted to the Electronic State Business Daily (ESBD). It is the responsibility of the RESPONDENT to check the ESBD for any and all addenda issued for this RFP. All such addenda issued by TAMUS prior to the time that proposals are received shall be considered part of the RFP, and the RESPONDENT shall consider and acknowledge receipt of such in their proposal.

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

## **2.6 Selection Process**

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

The RESPONDENT selected will be the one who's experience and qualifications, as presented in response to this RFP, establish them, in the opinion of TAMUS, as well qualified and offering the greatest benefits, experience and value to TAMUS. TAMUS may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should TAMUS determine in its sole discretion that only one RESPONDENT is fully qualified, or that one RESPONDENT is clearly more highly qualified than the others under consideration, a contract may be negotiated and executed with that RESPONDENT. The contract will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the RESPONDENT's proposal as negotiated.

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

Submission of proposals indicates RESPONDENT's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by TAMUS during the evaluation process.

The selection of the successful proposal may be made by TAMUS on the basis of the proposals initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful proposal may be made by TAMUS on the basis of negotiation with any of the RESPONDENTS. TAMUS shall not disclose any information derived from the proposals submitted by competing RESPONDENTS in conducting such discussions. TAMUS reserves the right to award to more than one RESPONDENT to create a pool for

Members to choose from.

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

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

TAMUS reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous, and/or to make the award to the most responsive RESPONDENT(S).

## 2.7 Public Information Act

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

## 2.8 HUB Subcontracting Plan

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

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

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

Complete the HSP as found at <https://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/> and submit it with the RFP response. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the RESPONDENT will show those vendors as



subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the RESPONDENT will be expected to make a good faith effort according to the HSP instructions. Don't forget to include any backup documentation and sign the HSP form.

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

For information regarding the HUB Subcontracting Plan requirements, please contact Jeff Zimmermann from the A&M System's HUB Program at (979) 458-6410 or [jzimmermann@tamus.edu](mailto:jzimmermann@tamus.edu) for assistance in determining available HUB subcontractors and proper completion of the HSP. Respondents have the opportunity to submit a draft of the HSP prior to submittal of their response to the RFP for review by Mr. Zimmermann.

## SECTION 3 – REQUIREMENTS

The Course Survey Tool offered must meet the requirements stated in each section below:

### 3.1 Integrations

#### Required

- Each participating TAMUS member will have an independent installation of the Course Evaluation tool. The proposal should include 1 (one) production instance and at least 1 (one) non-production instance with any connectors to other systems and the ability to clone data from production to non-production.
- Single Sign On - Ability to authenticate using member institution's login and password (e.g. Island ID, NetID, etc.) via a standards based approach such as (SAML 2.0 Authentication) ADFS, Shibboleth, and/or CAS.
- Ability to acquire course, instructor, and student data smoothly from Banner/Colleague or Blackboard.
  - Include list of integrations, functional capabilities, and comparison for Banner and Colleague.
- Ability to distribute or access surveys through the TAMUS member's LMS (currently Blackboard Learn 9 for all participating members).
  - Include list of integrations, functional capabilities, and comparison for Blackboard Learn 9 and Canvas LMSes.
- Ability to export data to Digital Measures' Activity Insight.
  - Include list of integrations and functional capabilities.
- Provide a list of direct portal integrations and capabilities that are supported (i.e. Luminus, etc.)
  - Include list of integrations, functional capabilities, and comparisons.
- Ability to access surveys directly through tool website.
- Provide listing of API capabilities and protocols for the Course Evaluation tool (including LTI, etc.)

### 3.2 Survey Creation

#### Required

- Provide lists of questions which can be selected to be included in a survey.
- Ability to choose from various question formats, including Likert scale choice, prose responses, and other formats.
- Surveys should not limit the number of prose response questions in a survey or the number of characters permitted in a response box.
- Ability to control the order of questions and the format of Likert scale responses at the system administrator level.
- Ability to control the order of questions, the number of questions added, and the format of Likert scale responses at the instructor level.
- Ability to insert headings into a survey at specified locations.
- Ability to specify questions that are to appear on all surveys administered at the TAMUS member institution. These would include some demographic questions such as class year, major area, required class or not, expected grade, and others, along with some evaluative questions. These questions cannot be edited except by the system administrator.
- Mechanism for adding new questions to the database, by the appropriate access role.

- Ability for an appropriate course director / administrator to specify questions to appear on all surveys for sections of that course.
- Ability for a college dean or designee to specify questions to appear on all surveys for courses taught in that college.
- Ability for an instructor to reuse a survey he or she created previously, or to modify a previous survey for new administration.
- System must provide ease of independent configuration/customization by faculty and administrative users without involvement of vendor.

### Desired

- Ability to assign questions to specific categories (such as to recognize institutional high impact practices for teaching) and make them available to be selected in subsections of the survey.
- Ability to generate messages to all instructors, such as to remind them to create surveys for their current classes. (Might be handled adequately outside the Course Evaluation tool system.)
- Ability for an instructor to control whether all students in a cross-listed course get the same survey or get different surveys depending on how they enrolled in the course.
- Ability for faculty to include outcomes based questions on student learning.
- Ability for faculty to include a teaching portfolio along with the Course Evaluation tool report.
  - Ability for faculty to amend or add items to portfolio (for example, the ability to insert sample exams and research papers, a short video, etc. to aid evaluations).
- Survey design should include completeness metric for students so they are able to determine how much longer the response will take them to finish.
- Ability for instructors to add course specific questions into the evaluation process.
- Ability to permit ratings of multiple instructors in courses being team-taught.
- Ability to require answers for select questions
- Ability to support question branching; i.e. ask “Follow-up Questions” based on answers to previous questions.
  - Capabilities are integrated into the course assessment survey to assist in providing instructors with effective student feedback.
  - Software has the capacity to direct “follow-up” questions to any segment of the class population.
- Software includes the ability to incorporate information related to instructor insights/metrics such as:
  - Indices of the instructor's course access;
  - Instructor's timeliness in grading activities (assignments and discussion groups);
  - Indices of the instructor's activity (frequency and quality) of interactions in discussion groups; and tracking of the instructor's responses to students who have received an "at-risk" warning. Please provide information regarding such capabilities.
- Predictive analytics - Identifies immediate factors contributing to drop outs – financial, instructor-related, course-related
- Predictive analytics - Identifies students barriers to learning
- Predictive analytics - Compare dropped course statistics against comparable universities

### 3.3 Survey Administration

#### Required

- Ability for the instructor or Course Evaluation tool administrator to specify a start date and end date for course surveys.
- Ability for the instructor to set the start and end dates and times, with the ability to limit available times to during a class meeting.
- Ability to limit the last available date across all surveys by system administrator (e.g., surveys not available past course grade submission deadline).
- Option to send a notification to students when a survey opens and reminders to students who have not completed the survey.
  - Direct Email
  - LMS portal
- Messages to students that can be customized based on specific criteria.
  - Indicate the level of customization that can be achieved for messages. (Examples: Student name can be incorporated, Instructor name can be incorporated, course name can be incorporated, graphics/headers can be changed). Please provide detailed answer.
- Ability to use a wide range of mobile devices, including at least iOS and Android, to respond to surveys.
- Ability for students to use laptops, desktops, and tablets for survey response.
- A student may submit only one response per course.
- Students may only submit responses to courses in which they are currently enrolled.
- Ability to meet accessibility needs of faculty and student users. See requirements in Section 4.4.
- Ability to use Course Evaluation tool for midterm evaluation.

#### Desired

- System will send confirmation emails to faculty at the start of surveys.
- Option to send a notification to students when a survey opens and reminders to students who have not completed the survey.
  - SMS/Texting
  - university portal
- System will send notification to instructor when survey reports are available.
- Ability for a real-time, response “tracking” that permits the administrator to know who has and who has not responded to the survey and permits the instructor to see overall response rate for each course.
- Software has the ability to be deployed for an unlimited number of sub terms or part of terms within a long semester (e.g. 4 or 7 week courses in a 15 week semester).
- Anonymity Assurance: Student data is confidential and responses are not revealed to instructors.

### 3.4 Reporting

#### Required

- Ability to generate reports based on responses for current and past semesters.
- Ability to prevent instructor access to survey results until a specified date or action (such as after final due date for grades).

- Ability to include a single section of a course, all sections of a multi-section course, all courses in a department or program, or all courses in a school or college in a report.
- Ability to output reports in a variety of file formats (e.g. Word, PDF, Excel, csv, etc.)
- Ability to include accurate comparative means and/or medians along with standard deviations for multiple choice questions. These comparisons should be available per question.
- Ability to aggregate response data for all questions within a particular category (example: define questions related to high impact practices and report on all questions related to that category).
- Ability to export prose comments to Excel, Word, pdf, csv or other formats.
- If used for midterm evaluations, instructor must be able to separate out (and subsequently delete) unrequired midterm results for reporting and analysis.
- Identify the length of time between when surveys close and the time when reports are available to faculty.

#### Desired

- Ability to include accurate comparative means and/or medians along with standard deviations for multiple choice questions. These comparisons could be available per subsection. The basis for comparison could include other sections of the same course, other courses in the department, other courses in the college, or national comparisons, etc.
- Ability to create reports comparing courses at the same level (100, 200, 300, etc.), among general education courses, non-major courses, and other categories.
- For a single section, various report formats should be available, including grouping responses as all the responses from a single individual, all the responses from all individuals, all prose responses organized by question, or a summary statistical report of multiple choice responses.
- If used for midterm evaluations, there should be an ability to link surveys of the same course section to see changes in student responses.
- Completed survey should be time stamped and marked with the IP address from which it was submitted for use in analyzing results attained during a class period but not for identifying the respondent.
- System administrator should have ability to access and report identifying course response rates while survey is active (i.e., to identify potential problems with distribution or access).
- Ability for of historical analyses of an instructor's performance metrics over time (longitudinal reporting).
- Ability for analyses of an instructor's performance metrics across courses (aggregated reporting).

### **3.5 Security and Survey Administration**

#### Required

- TAMU System members will consider both hosted and on-premise installations. Responses should clearly indicate which is being proposed. For host/SaaS based applications, the following requirements must be met:
  - Vendor warrants that all Customer and End User Data will be encrypted in transmission and storage.
  - Vendor warrants that all Customer data will be stored solely within the continental United States.
- Vendor will include the following information in its response if hosted/SaaS applications are proposed:
  - SAS 70 audit of Vendor's security policies, procedures, and controls resulting in the issuance of a Service Auditor's Report Type II;
  - Vulnerability scan of Vendor's systems and facilities that are used in any way to deliver services under this Agreement;

- Formal penetration test of Vendor's systems and facilities that are used in any way to deliver services under this Agreement.
- Commit to providing the current information on a schedule as agreed with the Customer.
- For Hosted/SaaS systems - Are backup/recovery procedures updated and tested annually? If so, please describe.
- For Hosted/SaaS systems - What type of testing do you conduct for your business continuity and disaster recovery plan (i.e. simulation drills, walk-through exercises, tabletop exercises, actual drills, etc)? What is the frequency of that testing?
- Describe the use of role-based security, including roles such as student, instructor, course director, college dean, and system administrator.
- Ability to assign designees (e.g., Dean or Department Head could assign assistant the ability to request all surveys or run college-wide reports).
- Access to data must be limited to individual faculty member and approved administrators (must not be available to third parties).
- Survey administration must have ability to assign appropriate levels of user access and change controls:
  - Student, instructor, and relevant admin login must be secure and by unique university user ID authentication, with appropriate audit trail information available.
  - Student respondents must only be granted response access to the surveys in the courses that they are enrolled in. Students should not be granted viewing or change access.
  - Instructors must be granted questionnaire change access and granted viewing access to the student response data in only the courses that they teach.
  - Administrators must be granted limited pre-administration question change access and granted viewing access to the courses that they are supervisors of, but not granted student response change access.

#### Desired

- Ability to limit designee functions by course or specific actions / views.
- Ability for system administrator to identify respondent in cases of threat or allegation; must not be available to the faculty or administrator role.

### **3.6 System Administration and Troubleshooting**

#### Required

- Configurable roles for system access, such as faculty, broad read-only administrative access, system administrator, student, etc.
- Logging of key events such as survey creation, sending of messages, changing survey dissemination dates, granting or revoking permissions, and report generation.
- Ability to search log for events related to a particular course or instructor.
- Ability for a system administrator to reset a survey, discarding responses already made and allowing the instructor to make needed corrections in questions, start date, or end date.
- Ability for a system administrator to adjust course enrollment (such as add students) and change start/end date of live survey for one or multiple courses.
- Provide reference architecture with response.
- Must include support for the following technical capabilities. Indicated supported versions for each.
  - Server hardware and software - Red Hat Enterprise Linux, CentOS and Microsoft Windows Server

- are the preferred operating systems, implemented on VMWare ESX.
- File Transfer - Secure protocols such as SSH/SFTP are required when transferring sensitive files from one computing platform to another.
- Database software - ORACLE, MS SQL Server and MySQL are the preferred database management systems.
- Mail Services - Simple Mail Transfer Protocol (SMTP) is the standard mail protocol used.

#### Desired

- Ability to search for potential problems, such as large courses with very few or no respondents.

### **3.7 Vendor, Longevity and Exit Strategy**

#### Required

- Ability to export data files in format that can be imported to another survey tool and/or analyzed through non-proprietary statistical software.
- Vendor responsibility to maintain tool currency, integrations, and backwards compatibility with Learning Management System.
  - Respondents should be aware that today all members use Blackboard, please also provide information on integrations with other LMS providers.
- Vendor stability in services, history of peer school clients.
- Sufficient vendor support for implementation, changes, and issues.
- Vendor must have demonstrated track record with product at several peer level institutions, and provide contact information to customers for comparative analysis purposes.
- Vendor must have demonstrated disaster recovery planning, with redundancy and reliability of system's product platform hardware and software.
- Vendor must adhere to all TAMU System contract bid process requirements. Required
- Vendor must demonstrate sufficient depth of personnel to anticipate, prepare for, and deliver necessary future platform update changes associated with integrations (e.g., new iOS releases, new Android releases, browser upgrades and Blackboard upgrades).
- Vendor must have sufficient capacity to provide onsite cutover training as well as ongoing training support both face-to-face and via web-based training videos, as well as provide a manned hotline for service questions. Provide examples of training and support material.

## SECTION 4 – PROPOSAL RESPONSE

The RESPONDENT recognizes that in its selection process TAMUS will rely, in part, on the answers provided in response to this Section. Accordingly, RESPONDENT warrants to the best of its knowledge that all responses are true, correct and complete.

### 4.1 Company Profile

#### 4.1.1 Number of Years in Business

Type of Operation: Individual\_\_\_\_ Partnership\_\_\_\_ Corporation\_\_\_\_ Government\_\_\_\_

Number of Employees: \_\_\_\_\_(company wide)

Number of Employees: \_\_\_\_\_(servicing location)

Annual Sales Volume: \_\_\_\_\_(company wide)

Annual Sales Volume: \_\_\_\_\_(servicing location)

4.1.2 State that you will provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis) which indicates the financial stability of your company, if requested by TAMUS.

4.1.3 Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

4.1.4 Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with the Agencies.

4.1.5 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

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

### 4.2 Technical Proposal

The proposal shall include a table with a clearly defined, detailed description, strategy and/or approach as it applies to each of the items in Section 3.

### 4.3 References

RESPONDENT must furnish at least three (3) references with a similar engagement opportunity. Each reference shall contain at least the following:

- Company/Agency name & address
- Contact Person Name & Title
- Contact phone number
- Contact email
- Summary of services provided

### 4.4 Electronic and Information Resources Requirements

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) (See EXHIBIT C) 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)

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

#### **4.5 Pricing**

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

1. Initial Implementation Project
2. Annual recurring license or subscription – include all possible options in the pricing of this support and applicable terms.
3. Ancillary products, not part of the core course evaluation tool, which can be purchased separately by System Members.

Pricing should also include:

1. List incentives or price breaks that the System might receive for additional quantities (e.g. collaborative pricing).
2. Identify any training, support or materials costs that may be required for implementation or ongoing usage.

## SECTION 5 - GENERAL TERMS AND CONDITIONS

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

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

The RESPONDENT must include a formal copy of any RESPONDENT terms and conditions applicable to this transaction. Evaluation and acceptance and/or modification of these terms and conditions by TAMUS Office of General Counsel are essential prior to the award of the contract. In the event the RESPONDENT does not supply terms and conditions with their submittal, TAMUS terms and conditions will govern this transaction.

- B. **GOVERNING LAW:** RESPONDENT agrees that, in the event of a dispute, laws of the State of Texas will prevail.
- C. **NON-DISCRIMINATION:** The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, genetic information, veteran status, 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.
- D. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting a state of qualification, the RESPONDENTS certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
- E. **DEBARMENT STATUS:** By submitting a statement of qualification, RESPONDENTS certify that they are not currently debarred from submitting submittals on contracts nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts.
- F. **INDEMNIFICATION AND HOLD HARMLESS:** The RESPONDENT shall defend, indemnify and hold harmless TAMUS, its officers, employees and agents, against any and all liability of whatever nature which may arise directly or indirectly by reason of the RESPONDENT's performance under the contract. The RESPONDENT agrees to protect the State from claims involving infringement of patents or copyrights.
- G. **RESPONDENT LIABILITY:** The RESPONDENT will be liable for any associated costs of repairs for damage to buildings or other TAMUS property caused by the negligence of the RESPONDENT's employees.
- H. **EARLY TERMINATION:** TAMUS shall have the right to terminate the contract with the RESPONDENT without penalty after a (30) days written notice of termination to the RESPONDENT under the following circumstances:
1. **Default of RESPONDENT**  
It shall be considered a default whenever the RESPONDENT shall:
    - (a) Disregard or violate material provisions of the contract documents or TAMUS instructions, or fail to execute the work according to the agreed upon schedule of completion and/or time of completion

- specified, including extensions thereof, or fail to reach agreed upon performance results.
- (b) Declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.

2. Convenience of TAMUS

Termination of the contract services is construed by TAMUS to be in its best interest for serving the community and its students, faculty, and staff.

Note: Any contract cancellation notice shall not relieve the RESPONDENT of the obligation to deliver and/or perform prior to the effective date of cancellation.

- I. RESPONDENT PAYMENT/BILLING TERMS: Payment of invoices will be made thirty (30) days after receipt of a correct invoice and approval by the applicable department within TAMUS.
- J. CIVIL RIGHTS REQUIREMENTS: All RESPONDENTS must comply with applicable civil rights laws.
- K. NON-COLLUSION CLAUSE: The Non-Collusion Affidavit found in **APPENDIX B** must be executed as a part of the RESPONDENT's submittal.
- L. ENTIRE AGREEMENT: A contract agreement, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing, and will contain all the covenants and agreements between the parties with respect to the subject matter of the contract agreement. Any amendment or modification to the contract agreement must be in writing and signed by the parties hereto.
- M. SEVERABILITY: It is understood and agreed that if any part, term, or provision of the contract agreement is by the courts held to be illegal or in conflict with any law of the State of Texas, the validity of the remaining portions or provisions shall be construed and enforced as if the contract agreement did not contain the particular part, term, or provision held to be invalid.
- N. MODIFICATION OF SERVICE: TAMUS reserves the right to modify the services during the course of the contract. Any changes in pricing and rates proposed by the RESPONDENT resulting from such changes are subject to acceptance by TAMUS.

In the event prices and rates cannot be negotiated to the satisfaction of both parties, the contract may be subject to competitive bidding based upon the new specifications.

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

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

- P. INDEPENDENT CONTRACTOR: The successful RESPONDENT agrees that in all respects its relationship with TAMUS will be that of an independent contractor, and that it will not act or represent that it is acting as an agent of TAMUS or incur any obligation on the part of TAMUS without written authority of TAMUS. As an independent contractor, RESPONDENT will be solely responsible for determining the means and methods for performing the services described. RESPONDENT shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of TAMUS relative to conduct on its premises.
- Q. CONFIDENTIALITY: In accordance with the Texas Public Information Act, Submittals could be subject to public review after the contracts have been executed. RESPONDENTS responding to this submittal are cautioned

not to include any proprietary information as part of their submittal unless such proprietary information is carefully identified as such in writing, and TAMUS accepts, in writing, the information as proprietary.

Information created, derived, or otherwise produced by RESPONDENT shall remain the exclusive property of RESPONDENT. RESPONDENT acknowledges any final report or papers will be provided in accordance with this Agreement, and that any information contained in any report or papers, which RESPONDENT believes is confidential under Texas law will be clearly designated as such by RESPONDENT. In the event TAMUS receives a request for public information for any portion of any final report or papers that have been designated by RESPONDENT to be confidential, TAMUS will provide notice to RESPONDENT and RESPONDENT may submit a brief to the Office of the Attorney General, as provided by Chapter 552, Texas Government Code.

- R. OWNERSHIP OF DOCUMENTS: Upon completion or termination of any contract agreement, all documents prepared by the RESPONDENT for the benefit of TAMUS shall become the property of TAMUS. At TAMUS' option, such documents will be delivered to TAMUS Procurement Office. TAMUS acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, TAMUS shall have a recognized proprietary interest in the work product of the RESPONDENT.
- S. SUBCONTRACTING: No subcontract or third party personnel will be permitted to perform services described herein, without the written consent of TAMUS. Upon written request, the RESPONDENT shall provide copies of all applicable licenses and other written approvals, which may be held by its subcontractors in order to perform the services described herein.

The RESPONDENT shall be fully responsible for all work performed under any contract resulting from this RFP. The RESPONDENT shall describe who will be, if any, subcontractor(s) for the contract. No subcontract, which the RESPONDENT entered into with respect to performance under this contract, shall in any way relieve the RESPONDENT of any responsibility for the performance of its duties under the terms of this contract. The RESPONDENT shall notify the agency in writing of any changes in subcontracting.

- T. INSURANCE: The RESPONDENT shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to TAMUS. By requiring such minimum insurance, TAMUS shall not be deemed or construed to have assessed the risk that may be applicable to RESPONDENT under this Agreement. RESPONDENT shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. RESPONDENT is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to TAMUS at least ten days before the effective date of the cancellation.

**Insurance:**

**Coverage**

**Limit**

1. **Worker's Compensation**

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

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

insurance is required, and no “alternative” forms of insurance will be permitted

2. **Automobile Liability**

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

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

**Additional Endorsements**

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

3. **Commercial General Liability**

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

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

4. RESPONDENT will deliver to TAMUS:

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

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

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

Any deductible or self-insured retention must be declared to and approved by TAMUS prior to the performance of any services by RESPONDENT under this Agreement. RESPONDENT is responsible to pay

any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following TAMUS contact:

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

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

- U. DISPUTE RESOLUTION: The resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMUS and RESPONDENT to attempt to resolve any claim for breach of contract made by RESPONDENT that cannot be resolved in the ordinary course of business. RESPONDENT shall submit written notice of a claim of breach of contract under this Chapter to the Executive Vice Chancellor and Chief Financial Officer for TAMUS, who shall examine RESPONDENT's claim and any counterclaim and negotiate with RESPONDENT in an effort to resolve the claim.
- V. VENUE: Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMUS shall be in the county in which the primary office of the chief executive officer of TAMUS is located.
- W. STATE AUDITOR'S OFFICE: RESPONDENT understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. RESPONDENT agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. RESPONDENT will include this provision in all contracts with permitted subcontractors.
- X. RESPONDENT shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TAMUS.
- Y. RESPONDENT hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
- Z. ALTERNATE PROPOSALS: TAMUS reserves the right to consider alternate proposals submitted by respondents. Alternate proposals shall be clearly marked "Alternate" with the proposed alternates clearly defined and all pricing/cost advantages included, if applicable.
- AA. WARRANTIES: In addition to all warranties established by law, RESPONDENT hereby warrants and agrees that:

All goods and services covered by the agreement shall conform to the specifications or other descriptions set forth in the agreement or otherwise furnished or adopted by TAMUS, and shall be merchantable fit for the purpose intended, of best quality and workmanship, and free from all defects. TAMUS shall have the right of inspection and approval, and may, at RESPONDENT's expense, reject and return nonconforming goods or require re-

performance of services which are not in compliance with the requirements of the agreement. Defects shall not be deemed waived by TAMUS's failure to notify RESPONDENT upon receipt of goods or completion of services, or by payment of invoice.

All goods and/or services provided under the agreement shall meet or exceed the Safety Standards established and promulgated under the Federal Occupational Safety and Health Administration (Public Law 91-596) and its regulations effect or proposed as of the date of the agreement.

All goods delivered pursuant to the agreement shall conform to standards established for such goods in accordance with any applicable federal, state or local laws and regulations, unless otherwise indicated in the agreement.

**BB. ACCEPTANCE OF SERVICES:** All services performed under this agreement shall be to the satisfaction of each agency and in accordance with the specifications, terms, and conditions of the agreement. TAMUS reserves the right to review the services performed and to determine the quality and acceptability of such services.

**CC. SALES AND USE TAX:** TAMUS, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The RESPONDENT may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

**DD. NON-WAIVER OF DEFAULTS:** Any failure of the Agencies at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the Agencies at any time to avail itself of same.

**EE. TECHNOLOGY ACCESS CLAUSE:** The RESPONDENT expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly the RESPONDENT represents and warrants to The Texas A&M University System that the technology provided to The Texas A&M University System for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired for purposes of the paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology either directly by features incorporated within the technology or by TAMUS Office for HUB and Procurement Programs has recently established.

**EXHIBIT A**  
**EXECUTION OF OFFER**

**RFP01 CIO-17-006**

**DATE:**

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

**A.1 Respondent Affirmation**

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

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

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

Addenda Acknowledgment

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

No. 1 \_\_\_\_\_ Date \_\_\_\_\_

No. 2 \_\_\_\_\_ Date \_\_\_\_\_

**A.2 Signature**

By signing below, the Respondent hereby certifies as follows, and acknowledges that such certifications will be included in any resulting contract:

- (i) the Response and all statements and information prepared and submitted in response to this RFP are current, complete, true and correct;
- (ii) it is not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor or service to a public servant in connection with the submitted response or any subsequent proposal. Failure to sign below, or signing a false statement, may void the response or any resulting contracts at TAMUS' option, and the RESPONDENT may be removed from all future proposal lists at this state agency;
- (iii) the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the RESPONDENT and to bind the Respondent under any contract which may result from the submission of the Response;
- (iv) no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between RESPONDENT and an employee of TAMUS;
- (v) Respondent has not been an employee of TAMUS within the immediate twelve (12) months prior to the RFP response;
- (vi) no compensation has been received for participation in the preparation of this RFP (ref. Section 2155.004 Texas Government Code);
- (vii) all services to be provided in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;



- (viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;
- (x) if the RESPONDENT is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the RESPONDENT's disqualification;
- (xi) under Section 231.006, Family Code, the RESPONDENT or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate; and,
- (xii) under Section 2155.006, Government Code, the RESPONDENT certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

RESPONDENT should give Payee Identification Number (PIN) (Formally RESPONDENT ID), full firm name and address of RESPONDENT (enter in block provided if not shown). Failure to manually sign submittal will disqualify it. The person signing the submittal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

Payee Identification Number (PIN): \_\_\_\_\_

Sole Owner should also enter Social Security Number: \_\_\_\_\_

RESPONDENT/Company: \_\_\_\_\_

**Signature (INK):** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

\* By signing this RFP, RESPONDENT certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Bidder as defined in Texas Government Code, § 2252.001(4).

**EXHIBIT B  
NON-COLLUSION AFFIDAVIT**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "RESPONDENT"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other RESPONDENTS, or with any official of TAMUS or any employee thereof, or any person, firm or corporation under contract with TAMUS whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said TAMUS, has paid or is to pay to any other RESPONDENT or to any of the aforementioned persons anything of value whatever, and that the RESPONDENT has not, directly or indirectly entered into any arrangement or agreement with any other RESPONDENT or RESPONDENTS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

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

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

**CONFLICT OF INTEREST**

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

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2017.

Notary Public in and for the County of \_\_\_\_\_, State of

\_\_\_\_\_. My commission expires: \_\_\_\_\_

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