



THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

REQUEST FOR PROPOSAL
RFP NUMBER: RFP01 CIO-19-045
Cisco Smart Net Services

PROPOSAL MUST BE RECEIVED BEFORE:
2:00 P.M. Central Time (CDT) on October 18, 2019

EMAIL RFP RESPONSES TO:
SOPROUREMENT@TAMUS.EDU
SUBJECT LINE: RFP01 CIO-19-045
Attn: Jeff Zimmermann

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

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

REFER INQUIRIES TO:

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

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

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SECTION 1 – INTRODUCTION

1.1 Introduction

The Texas A&M University System (A&M System) is soliciting proposals for one or more firms (“Respondent”) to provide Cisco Smart Net Total Care services (“Services”) as further described in Section 3.

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

By submitting responses, each Respondent certifies that it understands this RFP and has full knowledge of the scope and nature of the opportunity described herein. Each Respondent also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Respondent. Proposals shall be in accordance with the terms, conditions, and requirements set forth in this Request for Proposal (RFP).

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

1.2 Background

The Texas A&M University System is one of the largest systems of higher education in the nation, with a budget of \$4.7 billion. Through a statewide network of 11 universities and eight state agencies (“Members”), the Texas A&M System educates more than 153,000 students and makes more than 22 million additional educational contacts through service and outreach programs each year. System-wide, research and development expenditures exceeded \$996 million in FY 2017 and helped drive the state’s economy. More information about the Texas A&M University System and all of its Members can be found at <http://www.tamus.edu/about/>.

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 customers in a timely, cost effective manner. A&M SYSTEM 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 A&M SYSTEM. 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.

1.4 Performance Period

Should TAMUS, in its sole discretion, enter into a Master Agreement (“Agreement”) with the successful Respondent(s) as a result of this RFP, each Agreement shall be effective upon execution for a period of three (3) years. The period applies only to the Master Agreements and not an individual engagement by a Member. Each Member opting to utilize a firm from the pool of awarded Respondents will formalize their needs as stated in Section 3.1.

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 A&M System and negotiated in writing with the successful Respondent(s).

1.5 Calendar Of Events

Issue RFP	September 25, 2019
Deadline to Submit Questions	October 3, 2019
Release of Addendum (if applicable)	October 10, 2019
Deadline for Receiving Proposals.....	October 18, 2019 by 2:00 PM CDT
Interview Top Proposal Teams (A&M System’s Option)	TBD
Anticipated Award Date.....	TBD

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

SECTION 2 - INSTRUCTION FOR RESPONDENTS

2.1 General Information

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

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

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

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

Expenses for developing and presenting proposals shall be the entire responsibility of the Respondent and shall not be chargeable to the A&M System. All supporting documentation submitted with this submittal will become the property of the A&M System.

All technical questions concerning this RFP are to be directed, in writing, to Jeff Zimmermann at soprocurement@tamus.edu. Respondent may not contact other individuals at the A&M System to discuss any aspect of this RFP, unless expressly authorized by the A&M System Procurement & HUB Program office to do so. Questions regarding the RFP, including questions for more data or information beyond that included in this RFP and attachment, should be presented in writing. **Deadline for submission of questions is Thursday, October 3, 2019.** The A&M System will publish all questions with responses according to the schedule in Section 1.5.

2.2 Examination of the Request for Proposal

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

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

2.3 Proposal Submission Instructions

All proposals must be received by the A&M System, no later than **2:00 p.m. CDT, Friday, October 18, 2019** electronically via email to soprocurement@tamus.edu with the subject line of "RFP01 CIO-19-045 – Cisco Smart Net". The sent time indicated within the A&M System email server

shall be used for the receipt and acceptance of the response. Late proposals will not be considered under any circumstances.

Submittal 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 are to be returned as part of your proposal response. **Failure to include these documents may be basis for response disqualification.**

I. Proposal

- a. Cover letter to include a brief introduction with interest and capability of the Respondent.
- b. Table of Contents
- c. Technical Proposal (Section 3.9)
- d. Cost Proposal (Section 3.10)
- e. Company References (Section 3.11)

II. Forms

- a. Signed Execution of Offer (Exhibit A)
- b. Non-Collusion Affidavit (Exhibit B) signed and notarized
- c. Accessibility documentation (Section 3.12)
- d. HUB Subcontracting Plan (Section 3.13)

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

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.

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).

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

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

2.6 Selection Process

The evaluation of the proposals shall be based on the proposal(s) that the A&M System deems to represent the **best value** to the A&M System. The RFP provides the information necessary to prepare and submit proposals for consideration by the A&M System. All properly submitted

proposals will be reviewed, evaluated, and ranked by the A&M System. The A&M System will rank the Respondents in the order that they provide the overall “best value” to the A&M System based on an evaluation of the responses to the RFP. The A&M System may interview one or more of the top ranked Respondents as part of the evaluation process.

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

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

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

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

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

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

SECTION 3 – STATEMENT OF WORK & PROPOSAL

3.1 Introduction

The Texas A&M University System is looking for one or more service providers to provide Cisco Smart Net Total Care services. The selected Respondent(s) needs to support network infrastructure items (hardware and software) as outlined under Cisco's Smart Net Total Care Service and provide additional account management, contract management, advisory, and training services described in this section.

If multiple Respondents are selected, each A&M System Member who wants to purchase Smart Net services under this Agreement may choose their service provider from the Respondent(s) selected through this RFP process. Once the service provider is chosen, the Member will formalize their Smart Net Total Care needs with the chosen service provider by executing a master service agreement (MSA) provided by that service provider.

Note that the term period for a specific member MSA is not limited to the term stated within Section 1.4. Each MSA term will be agreed upon by the specific Member and the selected firm.

3.2 Scope of Items and Service Levels

1. Item (Hardware and Software) Scope

A complete system-wide and comprehensive list of all items (hardware and software) and associated service levels requiring Smart Net Total Care Service is not feasible to produce for this RFP.

The A&M System will provide a signed "Cisco Letter of Authorization – Customer Consent" (LOA) for all Members to Respondents who are Cisco authorized resellers. Interested, authorized Respondents should contact Jeff Zimmermann via email to soprocurement@tamus.edu by 2:00 p.m., October 3, 2019 to receive the LOA. Respondents can then contact Cisco to acquire the list of items (hardware and software) covered under Smart Net Total Care service.

2. Service Levels

A variety of service response times are used by Members.

After the contract is awarded and Members choose a service provider from the selected Respondent(s), the selected service provider must work with the Member to determine (1) the item (hardware and software) to be covered by Smart Net Total Care Service and (2) the appropriate service response time for each item (hardware and software) type. The A&M System recognizes that not all service response times will be available for each Member based on the Member's geographic location and that available service response times may not be chosen by the Member based on the cost.

Service response times include:

- Two hours
- Four hours
- Same business day
- Next business day
- Three to five business days

- Ten days
- Spares onsite only

3.3 Account Management Services

The selected Respondent(s) will provide a dedicated and responsive account management team that are adaptive in addressing the evolving needs of each Member.

The Member's chosen service provider will provide the following account management services:

1. Dedicated account team:
 - Dedicated Account Manager
 - Dedicated Cisco Smart Net Specialist(s)
 - Prioritized list of account team members who will be contacted in the event of an outage
2. Account services including:
 - Contract management, renewals, and migrations
 - Issue tracking and resolutions
 - Contract expiration alerts at 90 days prior to the expiration, with follow ups 60 and 30 days prior to contract expiration. The 30 day notice ideally contains a calendar invitation tied to the renewal date.
 - Additional reporting as requested
3. A secure portal listing items (hardware and software) and Smart Net Total Care Service information about each item. The portal may be a custom solution provided by the firm of the firm may use the Cisco portal. If the firm develops a custom portal, it should present at least the same items as are presented in the Cisco portal.

3.4 Contract Management Services

The selected Respondent(s) will provide the following contract management services:

1. Ensure the Member retains ownership of all contract numbers in relationship to the Cisco Support Portals. If there are requirements or instances where this is not possible, the selected service provider will provide a single point of contact for resolution.
2. Provide clear written instructions for adding current items (hardware and software) to the service agreement, including detailed quotes and pro-rating information as applicable.
 - Items (hardware and software) could have been purchased from a firm other than selected service provider.
 - Items (hardware and software) may be reaching the end of its first year of included Smart Net Total Care service.
3. Provide clear written instructions for adding new items (hardware and software), including detailed quotes and pro-rating information as applicable.
4. Provide clear written instructions for removing items (hardware and software) from the service agreement, including detailed prorating, credit, and refund instructions as applicable.

5. Provide clear written instructions for Member notification procedures to be followed when an addition, a credit, or a refund occur. Procedures must include notifying all entities involved of the new costs of any additions as well as notifying all entities involved of the process and status for any credit or refund for removal of items.
6. Provide an annual report of all items (hardware and software) covered by Smart Net Total Care service. The following information should be provided for each item (hardware or software):
 - Product Number
 - Date for EOL
 - Date for End of Support
 - Last date to purchase support
 - PAK/Serial Number
 - Subscription/Service Level
 - Subscription/Service Description or type
 - Start Date
 - End Date
 - Termination Date
 - Contract Line Status
7. Conduct annual inventory “true up” meetings to review items (hardware and software). The following minimum items will be discussed:
 - Identify items (hardware or software) that need to be added to the service agreement. Items should be added to the service agreement and be covered by Smart Net Total Care service within 15 business days of the meeting. These items include:
 - i. Any non-covered items (hardware or software) including items purchased outside of the service agreement.
 - ii. Items whose Smart Net Total Care service has lapsed for any reason.
 - iii. Items whose first year of Smart Net Total Care service is ending.
 - Identify items (hardware or software) that need to be removed from the service agreement. Items should be removed within 15 business days of the meeting.
 - Meeting minutes will be provided within five days of the meeting. Minutes should include the following:
 - i. Actions to be taken by service provider.
 - ii. Actions to be taken by the Member.
 - iii. Timeline estimates for all additions, removals, refunds, and any other “true up” activities.

3.5 Technical Support Services

The selected Respondent(s) will be required to verify all existing Member Cisco Smart Net Total

Care Service contracts and confirm Cisco Smart Net contract numbers, contract levels, expirations dates, serial numbers, end of support dates, and product location to ensure Smart Net coverage is up to date and accurate.

Additional technical support services to be provided by the selected firm(s) include:

1. Assign at least one dedicated Smart Net specialist to each Member to serve as a subject matter expert for all Smart Net questions and requirements.
2. Ensure all hardware, software, and licenses are covered with correct service levels.
3. Change serial numbers on hardware, software, and licenses covered during the contract period when needed (e.g., Return Merchandise Authorization (RMA) hardware, software or licenses).
4. Provide the Member with access to Cisco's Technical Knowledge Library (TKL) for the duration of the Smart Net contract.

3.6 Advisory Services

The selected Respondent(s) must provide advisory services to help Members meet specific business outcomes and compliance needs. These services include:

1. Strategic planning for network extensions and implementations, emphasizing the lifespan of the item (hardware and software).
2. Optimization services to ensure items (hardware and software) are being used effectively.

3.7 Training

Preference will be given to Respondent(s) that provide Cisco Learning Credits and provides two complimentary annual registrations for Cisco Live for each Member that selects the firm as their service provider.

3.8 Qualifications

Required

1. Respondent must have provided Smart Net Total Care service to multiple locations across Texas.

3.9 Technical Proposal

Respondents shall address the following items in the proposal response:

1. Transmittal Letter

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

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

- The names, titles, addresses, e-mail addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of and legally bind the Respondent
- The names, titles, addresses, e-mail addresses, and telephone numbers of the individual who will function as the main contact(s) for the Respondent

2. Executive Summary

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

- Confirmation that the requested scope of services outlined in Section 3, Statement of Work & Proposal are being proposed or an explanation of exactly where the proposed scope differs from what has been requested
- Concise summarization of the Respondent's relevant qualifications and experience in providing services similar to the services requested in this RFP
- Concise summarization of the proposed account management team members' relevant qualifications and experience in providing services similar to the services requested in this RFP

3. Additional Information

- Include screen shots of the home page of the secure portal stated in Section 3.3.3. If the Respondent plans to develop a portal as part of this RFP, provide a draft site map.
- Provide an example of written instructions to add current items to Smart Net Total Care service coverage stated in Section 3.4.2.
- Confirmation that Respondent is a Cisco authorized reseller
- Evidence to support required qualifications are met as stated in Section 3.8

3.10 Cost Proposal

1. Discount. Respondent shall provide the percentage discount to be applied to the Cisco list price for all product categories and applicable services.
2. Billing. Each Member shall be billed directly according to the terms listed within each MSA.

3.11 Company References

1. Respondents shall provide a list of customers they currently provide with Smart Net Total Care service. Each customer entry shall include the following:
 - Company name
 - Location(s) supported with Smart Net Total Care service
 - Length of time Smart Net Total Care service has been provided
2. Respondents shall provide at least three (3) references, preferably one from an institution of higher education with a similar scope. Each reference shall include at least the following:
 - Company name
 - Contact person name and title
 - Contact phone number and email address

- General description of the services provided

3.12 Accessibility

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

For the product portal described in Section 3.3.3, Respondents should provide the following accessibility information by way of Voluntary Product Accessibility Templates (VPATs) per the attached template or other equivalent reporting templates. Respondents must describe how the EIR product deliverables included as part of the service requirements meet the following requirements.

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

EIR Category	Technical Accessibility Standards	Section 508 equivalent
Software Applications and Operating Systems	1 TAC §213.30	36 CFR §1194.21
Websites	1 TAC §206.70 Web Content Accessibility Guidelines (WCAG) 2.0 , Level AA	36 CFR §1194.22

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

3.13 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. The applicable **HUB goal** to utilize for this RFP is **11%** for “all other services”.

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

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

For information regarding the HUB Subcontracting Plan requirements, please contact Keith Williams from the A&M System’s HUB Program at (979) 458-3265 or soprocurement@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. Williams.

SECTION 4 - GENERAL TERMS AND CONDITIONS

4.1 TERMS AND CONDITIONS

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

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

4.2 GOVERNING LAW

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

4.3 NON-DISCRIMINATION

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

4.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

4.5 DEBARMENT STATUS

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

4.6 INDEMNIFICATION AND HOLD HARMLESS

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

4.7 RESPONDENT LIABILITY

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

4.8 CIVIL RIGHTS REQUIREMENTS

All Respondents must comply with applicable civil rights laws.

4.9 NON-COLLUSION CLAUSE

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

4.10 ENTIRE AGREEMENT

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

4.11 SEVERABILITY

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

4.12 PUBLICITY

Respondents must refrain from giving any reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcements, without specific written approval from the A&M System.

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

4.13 INDEPENDENT CONTRACTOR

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

4.14 PUBLIC INFORMATION ACT

(a) PROVIDER 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 Agreement, as well as any other disclosure of information required by applicable Texas law.

- (b) Upon A&M System's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System.
- (c) PROVIDER acknowledges that A&M System may be required to post a copy of the fully executed Agreement 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 this agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

4.15 OWNERSHIP OF DOCUMENTS

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

4.16 INSURANCE

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

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

insurance will be permitted

B. Automobile Liability

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

C. Commercial General Liability

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

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

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

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

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

Any deductible or self-insured retention must be declared to and approved by the A&M System prior to the performance of any services by Respondent under the agreement. Respondent is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by the agreement will be mailed, faxed, or emailed to the following the A&M System contact:

The Texas A&M University System
Attn: Jeff Zimmermann
301 Tarrow Street, Rm 273
College Station, TX 77840
Facsimile Number: (979) 458-6101
Email Address: jzimmermann@tamus.edu

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

4.17 DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the A&M System and Respondent to attempt to resolve any claim for breach of contract made by Respondent that cannot be resolved in the ordinary course of business. Respondent shall submit written notice of a claim of breach of contract under this Chapter to the Deputy Chancellor and Chief Financial Officer for the A&M System, who shall examine Respondent's claim and any counterclaim and negotiate with Respondent in an effort to resolve the claim.

4.18 VENUE

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

4.19 STATE AUDITOR'S OFFICE

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

4.20 CONFLICT OF INTEREST

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

4.21 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

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

4.22 CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS

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

4.23 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 this 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.

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

EXHIBIT A

EXECUTION OF OFFER

RFP01 CIO-19-045

DATE:

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

A.1 Respondent Affirmation

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

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

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

Addenda Acknowledgment

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

No. 1 _____	Date _____	No. 3 _____	Date _____
No. 2 _____	Date _____	No. 4 _____	Date _____

A.2 Signature

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

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

- (vii) all services to be provided in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;
- (viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;
- (x) 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 vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate; and,
- (xii) under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- (xiii) the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this bid and resultant agreement and the PROVIDER agrees that the resultant agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

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.: _____

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

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

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

CONFLICT OF INTEREST

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

Signature _____

Company Name _____

Date _____

Subscribed and sworn to before me this
_____ day of _____, 2019.

Notary Public in and for the County of _____, State of
_____. My commission expires: _____

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