



# THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

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**REQUEST FOR PROPOSAL**  
**RFP Number: RFP01 CIO-20-079**  
**CAPTIONING SOLUTION**

**PROPOSAL MUST BE RECEIVED BEFORE:**  
**2:00 P.M. Central Time (CDT) on April 7, 2020**

**EMAIL RFP RESPONSES TO:**  
**[SOPROUREMENT@TAMUS.EDU](mailto:SOPROUREMENT@TAMUS.EDU)**  
**SUBJECT LINE: RFP01 CIO-20-079**  
**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.

Sealed proposals will be received until the date and time established for receipt as stated in Section 2.4. After receipt, only the names of Respondents will be made public.

**REFER INQUIRIES TO:**

**Jeff Zimmermann, Director**  
**The Texas A&M University System**  
**Office of HUB & Procurement Programs**  
**Email: [soprocurement@tamus.edu](mailto: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 5R for more information regarding public information.

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## SECTION 1 - INTRODUCTION

### 1.1 Scope

The Texas A&M University System (“A&M System”) Office of Information Technology (“IT”) has a need to acquire captioning products and services (“Captioning”) to ensure we have the best available tools and services for our faculty and students to improve their teaching and learning processes. In addition, A&M System IT wishes to insure the solution is robust enough to meet the Captioning needs of the A&M System and its members (“Member” as listed in Section 1.2) with a sustainable and economically viable process. A&M System is seeking proposals to select RESPONDENTS to provide the Captioning solution as described in Section 3.

It is the intent of this RFP to establish Master Agreements with more than one qualified RESPONDENT for the requirements listed. These Master Agreements will allow each Member the discretion to adopt the Captioning solution according to its needs.

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 largest systems of higher education in the nation, with a budget of \$6.3 billion. Through a statewide network of 11 universities, a comprehensive health science center, eight state agencies, and the RELLIS Campus, the 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 A&M 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 A&M System, 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 A&M System and negotiated in writing with the successful RESPONDENT.

Each Member choosing to implement a Captioning solution from one of the Master Agreements will be responsible for establishing a contract to define the terms of the implementation, the annual licensing cost, the annual subscription costs, and/or the cost of services for all items not included in the pricing schedule of the Master Agreements.

## SECTION 2 – INSTRUCTIONS FOR RESPONDENTS

### 2.1 General Information

The A&M System is seeking proposals from qualified proposers, hereafter referred to as RESPONDENT(s) and/or VENDOR(s), who can provide the Captioning services as specified and listed in Section 3 of this RFP. While it is the intent of the A&M System to effectively establish an agreement with a qualified provider, there is no guarantee that an award will be made or a contract executed.

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.

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 and manuals submitted with this submittal will become the property of the A&M System unless otherwise requested by the RESPONDENT, in writing, at the time of submission, and agreed to, in writing, by the A&M System.

### 2.2 Calendar of Events

<u>Activity</u>	<u>Date</u>
Release of Request for Proposal	March 10, 2020
Deadline to Submit Questions	March 23, 2020
Release of Addendum (if applicable)	by March 27, 2020
Responses Due	<b>April 7, 2020 by 2:00 p.m. CDT</b>
Demonstration/Presentation by selected finalists	April, 2020
Selection of Respondent	May, 2020

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

## 2.3 Examination of the Request for Proposal

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

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

## 2.4 Submittal Instructions

All proposals must be received by the A&M System, no later than **2:00 p.m. CDT, April 7, 2020** electronically via email to [soprocurement@tamus.edu](mailto:soprocurement@tamus.edu) with the subject line of "**RFP01 CIO-20-079 – Captioning**". The sent time indicated within the A&M System email server shall be used for the receipt and acceptance of the response. Late proposals will not be considered under any circumstances.

Submittal Format: 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**".

## 2.5 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.

### I. Proposal

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

### II. Forms

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B) – signed and notarized
- ✓ HUB Subcontracting Plan, Section 4.5
- ✓ Member Ordering Process documents, Section 3.12. Provide any documents to be used for this process.
- ✓ Accessibility Documentation (i.e. VPATs), Section 3.13

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

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

## 2.6 Inquiries and Interpretations

All technical questions concerning this RFP are to be directed, in writing, to Jeff Zimmermann at [soprocurement@tamus.edu](mailto: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, should be presented in writing.

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.

Deadline for submission of questions is by **5:00 p.m. CDT, March 23, 2020**. A&M System will publish all questions with responses according to the schedule in Section 2.2.

## 2.7 Selection Process

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

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

The most qualified RESPONDENTS as determined by A&M System MAY BE REQUIRED to present the solution proposed to the evaluation committee before the final selection(s). Presentations/demonstrations may be presented on-site at A&M System or as a Webinar. A&M System 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 A&M System during the evaluation process.

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

All proposals must be complete and convey all of the information requested to be considered responsive. If a proposal fails to conform to the essential requirements of the RFP, A&M System alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable, and therefore a

candidate for further consideration, or not susceptible and therefore not considered for award.

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

A&M System reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous, and/or to make the award to the most responsive RESPONDENT.



## SECTION 3 – SCOPE OF WORK

The purpose of this RFP is to provide Members with full scale, real-time verbatim captioning of live, streamed content and pre-recorded content. The captioning services offered **must** meet the requirements stated in each section below:

### 3.1 Captioning/Language

Vendor will provide captioning services in English. Vendor will provide captioning services in English and Spanish simultaneously by request. All captioning must meet ADA Compliance.

### 3.2 Captioning of Live Events

- a. For events broadcast live via television: The vendor must provide remote captioning services by following a video signal that is broadcast live and an audio signal via telephone line(s). The vendor will utilize an experienced person to caption these events and not voice recognition software.
- b. For events streamed live online: The vendor must provide remote captioning services by following a video signal that is streamed live and an audio signal via telephone line(s), if available. If the telephone line option is not available, the vendor will be provided with a link to webinar-type tool (i.e. Webex, Zoom, Adobe Connect, etc.) and will utilize the captioning or chat feature to apply captions.
  - i. The vendor will utilize an experienced person to caption these events and not voice recognition software.
  - ii. The vendor will provide a comprehensive list of all supported streaming tools.
- c. For all live events, vendor must be able to provide captioning at the average rate between 225 to 250 words per minute.
- d. Captions must match the spoken words in the dialogue and convey background noises and other sounds to the fullest extent possible. The Captioner may not paraphrase, must use proper spelling, spacing between words, capitalization, and punctuation.
- e. Captions must coincide with their corresponding spoken words and sounds to the greatest extent possible and must be displayed on the screen at a speed that can be read by viewers.
- f. Captions must run from the beginning to the end of the program or event.
- g. We recognize there may be a slight delay in the delivery of captions for live real-time events; however, the delay in the presentation of live captions should be kept to a minimum, consistent with an accurate presentation of what is being said and the overall goals of ensuring that captions enable viewers to follow the event.
- h. Vendor will ensure 80% or higher accuracy for captioning services of live events. American Disabilities Act guidelines specifically state that persons with disabilities must be given “effective communication that offers full and equal enjoyment.”
- i. Clear placement: Captions must not block important content on the screen. Font size should be reasonable legible.

### 3.3 Captioning of Pre-Recorded Content

Vendor will provide 48-96 hour turned around time to caption all pre-recorded media content. At the vendor’s discretion, the vendor may use speech recognition software or computer captioning software to provide captioning services of pre-recorded media content.

- a. Captioning services provided for pre-recorded content will be 99% accurate.
- b. Captioning services will provide discipline specific terminology whenever possible.
- c. Clear placement: Captions must not block important content on the screen. Font size should be reasonable legible.

### 3.4 Supported File Formats for Pre-Recorded Media

System members do not utilize standardized file formats for pre-recorded media (audio & video). Please provide

a comprehensive list of all supported file types and the captioning process employed.

### **3.5 Caption Files/Transcripts**

All caption files must be in a format that allows Members the ability to download the caption files to generate transcripts upon request.

### **3.6 Editing Captions**

Vendor must provide Members the capability to log in and freely edit the captions.

### **3.7 Integration**

Vendor must provide a simple way to integrate external services (such as YouTube, Kaltura, Panopto, etc.)

a. Minimum required integration:

- i. YouTube
- ii. Kaltura
- iii. Panopto
- iv. Medisite
- v. Instructure Studio

### **3.8 'Caption Line Timing' Offset Requirement and Rework**

a. **Minimum caption line timing requirement**

<50ms offset

b. **Rework**

Severe timing issues (captioned lines that are clearly out of sync with audio) will be considered to not meet desired level of quality. It is Texas A&M System expectation that if such a situation were to arise, the vendor would reword the timing of the video at no cost to Members.

### **3.9 Usage Tracking Reports**

- a. The vendor must provide a way to track usage of service. Tracking and usage reports will be used for both billing verification and future projection of caption needs. Usage Tracking Reports shall be able to track:  
Number of Work Orders
- b. Amount expended by Members under the Master Agreement by the A&M System fiscal year or calendar year,
- c. Number of hours of captioned events,
- d. Number of hours of captioned events and edited transcripts,
- e. Number of hours of captioned pre-recorded events/projects,
- f. Names of the events or media captioned and/or edited,
- g. Custom reports populated by key-word search and
- h. Number of captioning views (Captioning Viewer Data/Analytics).

### **3.10 Key Personnel**

- a. Captioners vendor's staff providing live, real-time captioning services must hold a current certification from Certified CART Providers or Certified Broadcast Captioners, or other institutions that meet the standards of the National Court Reporters Association (<http://www.ncra.org>).
- b. Vendor's staff shall have five or more years of live, real-time captioning experience.
- c. The vendor will maintain a list of Captioners that provide both: 1) satisfactory and 2) unsatisfactory Captioning Services, according to feedback from the Members. The vendor may not utilize Captioners placed on the "unsatisfactory Captioning Services" list to fulfill future Members work orders under the Master Agreement.

### 3.11 Account Manager

Vendor will designate a single-point-of-contact who will serve as the primary Account manager to oversee and coordinate Captioning Services, provide technical assistance to Members, receive billing inquiries and assist in billing dispute resolution, and manage requirements of the Master Agreement on behalf of vendor (“Account Manager”). The Account Manager will be available during conventional business hours, Monday-Friday 8:00 am – 5:00 pm Central Time. A back-up or secondary Account Manager is preferred if the primary Account Manager is not available.

The Account Manager will be responsible for responding in a timely manner to complaints or other notices or advice regarding inaccuracies in close-captioning.

### 3.12 Member Ordering Process

- a. Each Member is responsible for submission of their own Work Orders for Captioning Services to the vendor’s Account Manager. The Account Manager will work with the contact on each Work Order to troubleshoot, clarify any requests, and ensure a complete Work Order is submitted.
- b. All completed Work Orders will meet the requirements of this RFP.
- c. Work Orders may be submitted by the Members to vendor via email, or other electronic means in writing.

The Member will provide the following information:

1. System member name;
  2. System member contact for Work Order;
  3. Date Work Order submitted to vendor;
  4. Date of requested service;
  5. Name of event;
  6. Event date and scheduled run-time (live, real-time events); or run-time for pre-recorded projects;
  7. Indication if the Work Order request is standard (more than three Business Days before the event); or urgent (three or less Business Days before the event);
  8. Language(s) for captions:
    - a. English
    - b. Spanish
  9. File type(s) required:
    - a. .docx format or Microsoft Word manufacturer’s current version and two previous versions.
    - b. .smi
    - c. .srt format
  10. Type of captioning transcription and editing requested:
    - a. Captioning, live, real-time; unedited caption transcript,
    - b. Captioning live, real-time; edited caption transcript,
    - c. Captioning pre-recorded event,
    - d. Captioning transcript; post-event, edited;
  11. Authorized Signature (hard-copy signature or email from signatory);
  12. The Member may attach a participant list and lexicon in advance of the event; and
  13. Notes or comments to vendor.
- d. The vendor’s account manager will provide the following information:
    - Event date and time,
    - Language(s) of captioning,
    - Files to be provided at conclusion of the event/project, and
    - Due date in compliance with agreement;
  - e. Check box indicating Captioner is not on the “unsatisfactory captioning services” list;
  - f. Unique identifier of Captioner assigned to event/project; and
  - g. Note, comments, or clarifications needed from requestor.

### 3.13 Accessibility

- a. Under Texas Government Code Chapter 2054, Subchapter M, Texas Administrative Code 206.70 and Texas Administrative Code 213 and implementing policy of the Texas A&M Systems Regulations 29.01.04, Texas A&M University System must procure Products that comply with the Accessibility Standards when such Products are available in the commercial marketplace or when such Products are developed in response to a procurement solicitation. Accordingly, the Respondent must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.
  - i. Provide your Accessibility Conformance Report (ACR) / VPAT with your RFP response. At a minimum your ACR / VPAT should address accessibility, keyboard navigation, and screen reader accessibility. <https://www.itic.org/policy/accessibility/>
  - ii. Provide Policy Driven Adoption Vendor Self-Assessment (PDAA) with your RFP response. This Information and Communications Technology (ICT) accessibility assessment is for vendor organizations to describe how they are currently implementing accessibility policy and practices within their organizations. <http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PolicyDrivenAdoptionVendorSelf-Assessment.docx>
  - iii. Provide Accessibility Roadmap that addresses all accessibility gaps identified in any evaluation and on the Accessibility Conformance Report (ACR). The accessibility roadmaps should describe the time lines by which these accessibility gaps will be remediated as well as recommendations regarding interim workaround. **(Provide link to Accessibility roadmap)**
- b. Are all areas of your application fully Unicode compliant in terms of both data entry and display?
- c. Does your application fully support the major world orthographies (i.e., Spanish, Chinese, Japanese, Arabic), including those with non-English directionality (R-L, or top to bottom)? Can it accommodate any practical orthographic tradition (i.e., Cherokee syllabics) that can be handled within Unicode?
- d. Considering the primary interactions in a typical captioning environment, we identified the following categories for testing. Respondents shall provide a response to each question below.
  1. **Video Solutions**
    - a. Is the video solution compatible with the most current versions of Google Chrome, Mozilla Firefox, Internet Explorer/Edge and Safari?
    - b. Is the video solution compatible with all desktop and mobile devices?
    - c. Does the video platform also use HTML5?
  2. **Accuracy**
    - a. Does the video player include 99% accurate, time-synchronized closed captioning?
      1. Does captions align with the time and words spoken? Captions must appear long enough for the viewer to read.
      2. Are captions consistently aligned with the time and the words spoken? Captions must appear long enough for the viewer to read.
      3. The captions must cover the entire video from start to finish.
      4. Captions must not block important content on the screen. Font size should be reasonably legible and provide sufficient contrast.
      5. Video platforms offering “automatic” closed captioning should be 80% accurate for live events and 85% for pre-recorded events.
      6. Explain how captioning accuracy rating is monitored and determined for both captioning and transcripts?
  3. **Captioning**
    - a. Live Real-Time Events – vendor is not authorized to use speech recognition or computer captioning software in fulfilling live, real-time event work orders.

- b. For non-live/pre-recorded real-time events vendors is authorized to use speech recognition or computer captioning software in fulfilling pre-recorded Work Orders, and the accuracy rate must be 99.9%.
  - c. Have the ability to import existing captions or translated subtitles to convert to other formats or use interactive transcripts?
  - d. Is captioning/subtitle editor available to allow Members to make changes to captions and translated subtitles quickly after they have been processed?
  - e. Do transcripts have time stamps?
- 4. Captioning with unedited caption transcript files**
- a. Provide unedited captioning transcript, inclusive of .smi and .docx or equivalent) file types? What other types of file types are available?
  - b. Unedited captioning transcript ready for download by users the following business day after conclusion of live real-time events?
- 5. Captioning with edited caption transcript files**
- a. Vendor shall provide edited caption transcripts in an accepted file format. Edited caption transcripts must be in the English language or other language by request. The vendor must provide edited caption transcripts, inclusive of .smi and docx (or equivalent) file types.
  - b. Vendors may be required to provide edited caption transcripts in Spanish, Vietnamese, Cantonese, Mandarin, which must be in a required file format.
- 6. Captioning transcripts, both edited and unedited, should be provided in the following professional formats:**
- a. .docx format or Microsoft Word manufacturer's current version and two previous versions
  - b. .SRT (SubRip Subtitle) format
  - c. .TXT
  - d. WebVTT (Web Video Text Track)
  - e. SMI (Structure of Management Information)
  - f. SCC (Scenarist closed Caption)
- 7. Upload Flexibility**
- a. Lists options for uploading Members files

## SECTION 4 – PROPOSAL RESPONSE

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

### 4.1 Company Profile

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

4.1.2 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)

4.1.3 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 A&M System.

4.1.4 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.

4.1.5 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.

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

### 4.2 Technical Proposal

RESPONDENT shall provide a response to each of the items listed below. The Technical Proposal should be structured to address each sub-section of Section 3. Sub-sections shall be labeled accordingly (e.g., Captioning/Language, Captioning of Live Events, Captioning of Pre-recorded Content, etc.).

4.2.1 Discuss the steps to accomplish each task as identified and stated in Section 3 (sub-sections 3.1 – 3.11).

4.2.2 Include screenshots, process flows, schedules, lists, etc. that demonstrate the ability of the Captioning solution proposed to meet the scope of work – sub-section by sub-section.

### 4.3 References

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

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

- Summary of services provided including how long they have been using the solution.

#### 4.4 Pricing

A&M System IT anticipates the pricing to be structured into the components as listed below:

1. Initial Implementation or Set-Up Fee
2. Annual recurring license or subscription – include all possible options in the pricing of this support and applicable terms along with a price scaling option for individual use as well as university use.
3. Any other annual charges.

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

#### 4.5 HUB Subcontracting Plan

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

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

Subcontracting opportunities are possible for this RFP and therefore a HUB Subcontracting Plan (HSP) is **required**. Failure to submit a comprehensive, acceptable HSP will be considered a material failure to comply with the requirements of the RFP and will result in rejection of the submittal. The HUB Subcontracting Plan shall be submitted **with** the RFP response by the date and time specified. The applicable **HUB goal** to utilize for this RFP is **10%** 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](mailto: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 5 - GENERAL TERMS AND CONDITIONS**

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

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

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

- 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 resultant agreement they will not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, genetic information, sexual orientation, gender identity, veteran status or disability protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a submittal, RESPONDENTS certify that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended.
- D. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting a state of qualification, the RESPONDENTS certify that they do not and will not, during the performance of any resultant agreement, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
- E. **DEBARMENT STATUS:** By submitting a proposal, RESPONDENTS certify that they are not currently debarred from submitting submittals on contracts nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts.
- F. **INDEMNIFICATION AND HOLD HARMLESS:** The RESPONDENT shall defend, indemnify and hold harmless A&M System, its officers, employees and agents, against any and all liability of whatever nature which may arise directly or indirectly by reason of the RESPONDENT's performance under any resultant agreement. The RESPONDENT agrees to protect the State from claims involving infringement of patents or copyrights.
- G. **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.
- H. **EARLY TERMINATION:** A&M System shall have the right to terminate any resultant agreement 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 any resultant agreement documents or A&M System instructions, or fail to execute the work according to the agreed upon schedule of completion and/or time of completion specified, including extensions thereof, or fail to reach agreed upon performance results.



(b) Declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.

2. Convenience of A&M System

Termination of any resultant agreement is construed by A&M System to be in its best interest for serving the community and its students, faculty, and staff.

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

- 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 A&M System.
- 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: Any resultant agreement, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing, and will contain all the covenants and agreements between the parties with respect to the subject matter of any resultant agreement. Any amendment or modification to any resultant agreement must be in writing and signed by the parties hereto.
- M. SEVERABILITY: It is understood and agreed that if any part, term, or provision of any resultant agreement is by the courts held to be illegal or in conflict with any law of the State of Texas, the validity of the remaining portions or provisions shall be construed and enforced as if the resultant agreement did not contain the particular part, term, or provision held to be invalid.
- N. MODIFICATION OF SERVICE: A&M System reserves the right to modify the services during the course of any resultant agreement. Any changes in pricing and rates proposed by the RESPONDENT resulting from such changes are subject to acceptance by A&M System.

In the event prices and rates cannot be negotiated to the satisfaction of both parties, the resultant agreement 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 A&M System.

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

- P. INDEPENDENT CONTRACTOR: The successful RESPONDENT agrees that in all respects its relationship with A&M System will be that of an independent contractor, and that it will not act or represent that it is acting as an agent of A&M System or incur any obligation on the part of A&M System without written authority of A&M System. As an independent contractor, RESPONDENT will be solely responsible for determining the means and methods for performing the services described. RESPONDENT shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of A&M System relative to conduct on its premises.
- Q. NOT ELIGIBLE FOR REHIRE: PROVIDER is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.

R. 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.

- S. CONFIDENTIALITY: In accordance with the Texas Public Information Act, Submittals could be subject to public review after any resultant agreements have been executed. RESPONDENTS responding to this submittal are cautioned not to include any proprietary information as part of their submittal unless such proprietary information is carefully identified as such in writing, and A&M System 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 A&M System receives a request for public information for any portion of any final report or papers that have been designated by RESPONDENT to be confidential, A&M System will provide notice to RESPONDENT and RESPONDENT may submit a brief to the Office of the Attorney General, as provided by Chapter 552, Texas Government Code.

- T. OWNERSHIP OF DOCUMENTS: Upon completion or termination of any contract agreement, all documents prepared by the RESPONDENT for the benefit of A&M System shall become the property of A&M System. At A&M System's option, such documents will be delivered to A&M System Procurement Office. A&M System acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, A&M System shall have a recognized proprietary interest in the work product of the RESPONDENT.

- U. SUBCONTRACTING: No subcontract or third party personnel will be permitted to perform services described herein, without the written consent of A&M System. Upon written request, the RESPONDENT shall provide copies of all applicable licenses and other written approvals, which may be held by its subcontractors in order to perform the services described herein.

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

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

Agreement relates, or in any of the profits, real or potential, thereof.

- W. **PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL.** To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- X. **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 this Purchase Order may be terminated if this certification is or becomes inaccurate.
- Y. **PROHIBITION ON CONTRACTS RELATED TO PERSONS INVOLVED IN HUMAN TRAFFICKING.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in any resultant agreement is not ineligible to receive the specified contract and acknowledges that any resultant agreement may be terminated and payment withheld if this certification is inaccurate.
- Z. **RECORDS RETENTION.** PROVIDER will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.
- AA. **INSURANCE:** The RESPONDENT shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to A&M System. By requiring such minimum insurance, A&M System shall not be deemed or construed to have assessed the risk that may be applicable to RESPONDENT under this Agreement. RESPONDENT shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. RESPONDENT is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

**Coverage**

**Limit**

1. **Worker's Compensation**

Statutory Benefits (Coverage A)  
Employers Liability (Coverage B)

Statutory  
\$1,000,000 Each Accident  
\$1,000,000 Disease/Employee  
\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

2. **Automobile Liability**

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

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

3. **Commercial General Liability**

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

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

4. **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.

5. RESPONDENT will deliver to A&M System:

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

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

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

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

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

The Texas A&M University System  
 301 Tarrow Street  
 College Station, TX 77840  
 Attn: Jeff Zimmermann

Facsimile Number: 979-458-6101

Email Address: [zimmermann@tamus.edu](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 A&M System in writing.

- BB. DISPUTE RESOLUTION: The resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M System and RESPONDENT to attempt to resolve any claim for breach of contract made by RESPONDENT that cannot be resolved in the ordinary course of business. RESPONDENT shall submit written notice of a claim of breach of contract under this Chapter to the Deputy Chancellor and Chief Financial Officer for A&M System, who shall examine RESPONDENT's claim and any counterclaim and negotiate with RESPONDENT in an effort to resolve the claim.
- CC. VENUE: Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against A&M System shall be in the county in which the primary office of the chief executive officer of A&M System is located.
- DD. 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.
- EE. RESPONDENT shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M System.
- FF. 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).
- GG. ALTERNATE PROPOSALS: A&M System reserves the right to consider alternate proposals submitted by respondents. Alternate proposals shall be clearly marked "Alternate" with the proposed alternates clearly defined and all pricing/cost advantages included, if applicable.
- HH. 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 A&M System, and shall be merchantable fit for the purpose intended, of best quality and workmanship, and free from all defects. A&M System shall have the right of inspection and approval, and may, at RESPONDENT's expense, reject and return nonconforming goods or require re-performance of services which are not in compliance with the requirements of the agreement. Defects shall not be deemed waived by A&M System's failure to notify RESPONDENT upon receipt of goods or completion of services, or by payment of invoice.
- All goods and/or services provided under 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.

- II. 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. A&M System reserves the right to review the services performed and to determine the quality and acceptability of such services.
- JJ. SALES AND USE TAX: A&M System, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The RESPONDENT may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.
- KK. 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.
- LL. 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 A&M System Office for HUB and Procurement Programs has recently established.

**EXHIBIT A****EXECUTION OF OFFER****RFP01 CIO-20-079****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 A&M System' option, and the RESPONDENT may be removed from all future proposal lists at this state agency;
- (iii) the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the RESPONDENT and to bind the Respondent under any contract which may result from the submission of the Response;
- (iv) no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between RESPONDENT and an employee of A&M System;
- (v) Respondent has not been an employee of A&M System within the immediate twelve (12) months prior to the RFP response;
- (vi) no compensation has been received for participation in the preparation of this RFP (ref. Section 2155.004 Texas Government Code);
- (vii) all services to be provided in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;
- (viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;

- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;
- (x) if the RESPONDENT is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the RESPONDENT's disqualification;
- (xi) under Section 231.006, Family Code, the RESPONDENT or applicant certifies that the individual or business entity named in this 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 any resultant agreement 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 below should show title or authority to bind his/her firm in contract.

Federal EIN/Taxpayer ID #: \_\_\_\_\_

Vendor/Company Name: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

**CONFLICT OF INTEREST**

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

Signature \_\_\_\_\_

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

Date \_\_\_\_\_

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

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

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.**