REQUEST FOR PROPOSAL
COMPREHENSIVE IT ASSESSMENT

RFP NUMBER
RFP01 OGC-12-012

PROPOSAL MUST BE RECEIVED BEFORE:
2:00 P.M. Central Time on July 11, 2012

MAIL, HAND DELIVER, AND/OR EXPRESS MAIL PROPOSAL TO:
The Texas A&M University System Offices
System Office of HUB & Procurement Programs
301 Tarrow, Ste 319a
College Station, TX 77840
Attn: Don Barwick

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

REFER INQUIRIES TO:
Don Barwick, Manager
The Texas A&M University System Offices
Office of HUB Programs
979-458-6410
e-mail: dbarwick@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. RESPONDENTS responding to this proposal are cautioned not to include any proprietary information as part of their proposal unless such proprietary information is carefully identified as such in writing, and the SYSTEM accepts, in writing, the information as proprietary. Notwithstanding the foregoing, the SYSTEM is subject to the Texas Public Information Act.
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1.1 SCOPE

The Texas A&M University System (TAMUS) is requesting proposals from firms to conduct a comprehensive IT assessment of the System as a whole. TAMUS is seeking a vendor with an established history of providing high quality and cost effective IT strategic services to higher education university systems. TAMUS is seeking a vendor that not only has higher education experience, but also is skilled in assessing information technology departments across all functional areas, including:

- Information Technology Security
- Governance / Leadership
- Infrastructure / Network
- Organization / Staffing
- Operations
- Application Management
- Demand / Project Management

By submitting responses, each RESPONDENT 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 Texas A&M University System is one of the largest systems of higher education in the nation, with a statewide network of eleven universities, seven state agencies and a comprehensive health science center.

TAMUS members educate more than 120,000 students and reach another 22 million people through service each year. With more than 28,000 faculty and staff, TAMUS has a physical presence in 250 of the state’s 254 counties and a programmatic presence in every one. In 2011, externally funded research expenditures exceeded $780 million to help drive the state’s economy.

Each of the 19 members of TAMUS has its own mission, history and goals. The oldest institution and founding member of TAMUS is Texas A&M University, established in 1876. Many of the member universities and agencies joined TAMUS decades after being established. Together, they strive to provide educational programs, outreach and community enhancement services as well as research that will improve the lives of people in Texas and beyond.

- More than one in five students in a public university in Texas is enrolled in a TAMUS institution.
- TAMUS consistently ranks in the forefront among public universities in Texas in retention rates—keeping students enrolled and on course for graduation both overall and for African-American and Hispanic students.
- TAMUS students received about $247 million in scholarships and grants annually.
- TAMUS awarded 24,377 degrees in FY 2010.
- TAMUS’ faculty includes recipients of the Nobel Prize, National Medal of Science, Pulitzer Prize, World Food Prize and Wolf Prize, as well as members in the National Academy of Sciences and the National Academy of Engineering.
1.3 Priorities/Expectations

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

(a) *Ensuring a Quality Level of Service.* This priority encompasses the quality of the level of service that can be provided to all TAMUS customers in a timely, cost-effective manner. TAMUS is seeking a RESPONDENT that will ensure the provision of such quality in its delivery of service through proven training techniques and established metrics.

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

(c) *Delivery Efficiency as it Relates to Total Costs.* RESPONDENT must demonstrate its ability to deliver the required services in a cost-effective and timely manner while not sacrificing the quality required by a Tier I research System.

(d) *Financial Stability.* RESPONDENT must demonstrate its financial stability and capabilities in providing the required services. At a minimum, the RESPONDENT shall provide the two most current audited financial statements.

1.4 Performance Period

Should TAMUS, in its sole discretion, enter into an agreement with the successful RESPONDENT as a result of this RFP, the agreement shall be effective a date that is agreed upon by TAMUS and successful RESPONDENT. TAMUS anticipates that the initial term of such Agreement will extend for a year, with the option to renew for up to an additional one-year term upon mutual agreement. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by TAMUS and negotiated in writing with the successful respondent.
SECTION 2
INSTRUCTION FOR RESPONDENTS

TAMUS is soliciting submittals from qualified firms, hereafter referred to as RESPONDENT(s) and/or VENDOR(s), who have experience in Information Technology Assessments with higher education university systems.

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

The RESPONDENT selected shall have an excellent track record for providing these services relative to the size and scope of TAMUS and shall agree to provide these services to TAMUS with a top priority commitment.

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, vendors 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 submittals shall be the entire responsibility of the RESPONDENT and shall not be chargeable to TAMUS. All supporting documentation and manuals submitted with this submittal will become the property of TAMUS unless otherwise requested by the RESPONDENT, in writing, at the time of submission, and agreed to, in writing, by TAMUS.

All technical questions concerning this RFP are to be directed to Don Barwick, Manager, and HUB & Procurement at (979) 458-6410, or Email dbarwick@tamus.edu. RESPONDENT may not contact other individuals at TAMUS to discuss any aspect of this RFP, unless expressly authorized by the Procurement Office to do so. Substantive questions regarding the RFP, including questions for more data or information beyond that included in this RFP and attachment, should be presented at the PROPOSER’s Conference. TAMUS will consider all such questions presented at the conference and publish responses as quickly as possible.

The PROPOSERS Conference will be on June 25th, 2012.

*Attendance is strongly encouraged. Please RSVP to Don Barwick by 5:00 p.m. Central Time, June 22nd, 2012, at dbarwick@tamus.edu if attending and indicate how many from the firm will be present.

2.1 Calendar of Events *

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsibility</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline to Submit Questions</td>
<td>Vendor</td>
<td>June 22nd, 2012</td>
</tr>
</tbody>
</table>
2.2 Examination of the Request for Proposal

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

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

2.3 Submittal Instructions and Delivery of Submittals

All submittals must be received by TAMUS, no later than 2:00 p.m. Central Time, July 11th, 2012, in a sealed envelope or box marked “RFP01 OGC-12-012.”

Submittals are to be submitted to:

MAIL, HAND DELIVER, AND/OR EXPRESS MAIL SUBMITTAL TO:
The Texas A&M University System Office of HUB & Procurement Programs
301 Tarrow, Ste 319a
College Station, TX 77840
Attn: Don Barwick

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

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

2.4 Proposal Components

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

- Signed Execution of Offer (Appendix A)
- Non-Collusion Affidavit (Appendix B)
- HUB Subcontracting Plan (Only If Applicable, See Section 2.7)
- Proposal Pricing

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

**NOTE:** The original signature on ONE (1) hard copy will serve as the official signature of record for all electronic copies.

Please create a text file in your root directory titled “table of contents.txt” that contains a brief explanation of the files and their layout found on the disc.

### 2.5 Inquiries and Interpretations

Responses to inquiries which directly effect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and e-mailed, faxed or mailed to all parties recorded by TAMUS as having attended the pre-proposal conference. All such addenda issued by TAMUS prior to the time that proposals are received shall be considered part of the RFP, and the RESPONDENT shall consider and acknowledge receipt of such in their proposal.

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

### 2.6 Selection Process

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

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

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

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

All proposals must be complete and convey all of the information requested to be considered responsive. If a proposal fails to conform to the essential requirements of the RFP, TAMUS alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable, and therefore a candidate for further consideration, or not susceptible and therefore not considered for award.
TAMUS reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the proposal.

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

2.7 The Texas A&M University System HUB Policy and HUB Subcontracting Requirements

It is the policy of TAMUS 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 TAMUS contracting and purchasing.

2.7.1 HUB Subcontracting Plan (Required if Subcontractors will be used during Services)

Subcontracting opportunities are not anticipated for this RFP; therefore a HUB Subcontracting Plan (HSP) is NOT required. In the event that the RESPONDENT determines a subcontractor(s) will be used, the RESPONDENT WILL BE required to make a good faith effort and complete the State of Texas HUB Subcontracting Plan found at -

http://www.window.state.tx.us/procurement/prog/hub/hub-forms/

FAILURE TO SUBMIT A COMPREHENSIVE, ACCEPTABLE HUB SUBCONTRACTING PLAN (only if subcontractors will be used by RESPONDENTS these services) WILL BE CONSIDERED A MATERIAL FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE RFP AND WILL RESULT IN REJECTION OF THE RESPONSE.

Please contact the A&M System’s HUB Office at (979) 458-6413 or Don Barwick at dbarwick@tamus.edu/979-458-6410 or Mr. Eddie Menchaca at emenchaca@tamus.edu/979-458-7029 for assistance with completion of requirements as stated.
3.1 Goal

The Texas A&M University System is seeking a vendor to assist it with a comprehensive information technology assessment of the university system. TAMUS prefers qualified proposers to submit bids for each phase with an estimated scope and pricing for each phase. Below each phase is an example list of key questions that will need to be answered in the assessment. These questions provide basic samples, but TAMUS’ expectation is that vendors will provide comprehensive review of the areas described at a TAMUS level. Any recommendations should include specific actions needed to execute recommendations as well as cost, expected savings and associated timeline to implement. Each phase of the assessment should include any recommendations for changes, justification, time period, and explanation of the impact on effectiveness and efficiency.

3.2 Service(s) Requirements

- Phase 1 - Information Technology Security
  - Currently, there is no system information security office. Should there be? With what duties and responsibilities? What staffing level?
  - The Information Security Officer (ISO) at the College Station campus coordinates a working group of ISOs from all members, reporting to the Chief Information Officer (CIO) Council. Should that structure be retained, strengthened, or replaced?
  - What concerns exist with the current security policies for students?
  - Should security policies be uniform across all members or be allowed to vary (particularly for the academic institutions versus the agencies)?
  - Are the current firewalls effective?
  - What is the overall health of TAMUS current’ network security?
  - What metrics should be used by an academic institution to measure information security effectiveness? How do the needs of researchers impact the metrics?
  - Does TAMUS provide appropriate security standards to meet required regulation and compliance concerns? Does the current IT organization provide adequate breach detection and communication procedures?
  - Should there be a single security solution for all members?
  - What should the security relationship be between members where one member is the geographical tenant of another member?
  - What third party audits exist today?
  - What and how often should security audits be conducted?
  - Are the current access methods for telecommuting end users secure?
  - What type of encryption solutions should be used across TAMUS to meet compliance concerns?

- Phase 2 - Information Technology Governance
  - What is the threshold for outsourcing development of “innovative” products such as research requirements and new tools for end users?
  - How does TAMUS’ IT structure compare to similar university systems?
  - Provide recommendations for TAMUS to better meet federal guidelines.
  - What steps can be taken to ease data access and e-discovery for legal reviews?
  - What steps need to be taken to meet the “comprehensive compliance plan”?
  - How can additional organizations be integrated within the TAMUS IT organization? What types of IT services and infrastructure should be centralized by TAMUS for economies of scale and cost efficiency?
  - How does the current information technology spend compare to similar systems?
  - Will substantial capital expenditures be required in the near (3 – 5 years) future?
  - Does the governance organization have the authority and ability to effectively perform their duties?
o Does the system have all policies and procedures in place to ensure effective security and business continuity?
o What savings opportunities exist in IT? What is the approximate size of the savings?

- Phase 3 - Information Technology Network and Infrastructure
  o Will the current infrastructure support of partnership technologies, including:
    - AT&T
    - Cisco
    - IBM
  o What is the best method to support broadband streaming of video feeds to consumers?
o What do our peer institutions do with respect to streaming? What kinds of live and archived video streams can be expected (e.g., events such as graduation; town hall meetings; Board of Regent meetings; classroom lectures for on-line, distance, and “flipped” courses; video clips of learning modules and demonstrations; and archives of university and system activities are but a few examples).
o What is the best process and technology to support email marketing campaigns to students, donors, and alumni?

- Phase 4 - Application Management
  o Does it make sense to modify processes and chart of accounts at different sites to enable the consolidation of systems?
o What will it take to consolidate the Banner systems? How have other university systems implemented Banner across multiple campuses? Provide recommendations for TAMUS’ Banner systems based on successful approaches taken at other university systems.
o What should be done with the FAMIS system? (Upgrade, re-write, etc.)
o If the Texas A&M Health Science Center is integrated back into Texas A&M University, what would that look like? What is the best method for handling identity management practices, including Single Sign On (SSO), NetID, the system Shibboleth federation, and the In Common federation, and make recommendations on the best practices of other university systems?
o Are the current development processes used effective?
o Are the platforms on which the TAMUS’ are built suitable for ongoing support?
o Are the tools used in the development process effective?
o What release and content management systems are used in TAMUS today and what is the best practice?
o What is the best process and technology to support email marketing campaigns to students, donors, and alumni? Members are using a variety of IT products (e.g., Ellucian’s Enrollment Management for student recruitment). What is the best practice for each of the target audiences? What relationships can be leveraged between TAMUS IT communications entities, including campus radio and television stations?

- Phase 5 - Information Technology Operations
  o What is the best method for tracking and analyzing website statistics for the system sites?
o Are effective policies communicated to end users?
o Are the current responsibilities assigned to each group effective? Should any responsibilities be reassigned?

- Phase 6 - Information Technology Demand & Project Management
  o What is the best way to foster innovation while maintaining stability?
o What is the best method to manage current demand and project lists?
o Texas A&M University has a Project Management Office (PMO) as part of central IT that provides information and tools to other system members. What is the best practice in other systems for PMO support and funding?
What is the best way to establish a consistent method for project selection, control, and evaluation based on alignment with the business goals and objectives of TAMUS and members.

What are the best ways to present members with fundamental information on the delivery of projects and tools for use during the project management process?

- **Phase 7 - Information Technology Staffing and Support**
  - Are the current shared IT services provided by TAMUS efficient and cost effective? How do they compare to shared IT services offered by other systems?
  - What shared service model will best enable TAMUS to support their user base?
  - What methods can be used to staff required skill sets at regional campuses and agencies?
  - Is there a way to share high-end resources between the smaller members? (i.e. Oracle DBA’s)
  - Does it make sense to offer shared services for the member universities and not Texas A&M University?
  - What is the overall skill set of the team members?
  - Is the current leadership model a good fit for TAMUS’ IT organization?
  - Is the current organization staffed effectively to support the system?
  - Is training appropriate and budgeted adequately for IT staff?

Please provide project plans and pricing for each phase of the assessment with required TAMUS titles and time commitment estimates. In addition, please provide any information or documentation requests for each phase. Please complete the table below for pricing:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Vendor Hours</th>
<th>Estimated TAMUS Hours</th>
<th>Hourly Rate</th>
<th>Total Fixed Fee Cost for Phase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
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<td>Phase 2</td>
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<td>Phase 7</td>
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**3.3 Contract Deliverables**

- Bi-weekly status reports
- Monthly reviews of a project scorecard
- Draft Deliverable of Assessment Findings
- Final Deliverable of Assessment Findings

**3.4 Statement of Qualifications**

- All proposers must demonstrate their experience with executing successful information technology assessments for higher education systems. Proposer’s qualifications will be reviewed based on:
  - Degree to which the qualifications of the consultant team are sufficient and the firm has the capacity to conduct the project.
  - Understanding of the comprehensive nature of the scope of work.
  - Degree of success that members of the consultant team have had with other higher education systems.
3.5 Financial Proposal Requirements:

Please demonstrate sufficient capital outlay and / or income necessary to complete the required tasks without hinderance, as measured by the published company financial statements, current contracts, and / or corporate documents.

3.6 Company References

RESPONDENTS should provide four references, two of which should be for higher education system’s IT assessments that have been conducted. References should include contact information, time frame of the assessment, and a brief summary of the assessment.

<table>
<thead>
<tr>
<th>Client Reference Number One</th>
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<tbody>
<tr>
<td>Company Name:</td>
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<tr>
<td>Contact Person Name and Title:</td>
</tr>
<tr>
<td>Contact Phone Number:</td>
</tr>
<tr>
<td>Contact E-mail:</td>
</tr>
<tr>
<td>Technology and Managed Services provided:</td>
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<tr>
<td>Length of Relationship:</td>
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<tr>
<td>Summary of IT Assessment Services Provided</td>
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</table>

<table>
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<tr>
<th>Client Reference Number Two</th>
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</thead>
<tbody>
<tr>
<td>Company Name:</td>
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<tr>
<td>Contact Person Name and Title:</td>
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<td>Contact Phone Number:</td>
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<tr>
<td>Contact E-mail:</td>
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<tr>
<td>Technology and Managed Services provided:</td>
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<td>Length of Relationship:</td>
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<tr>
<td>Company Name:</td>
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<tr>
<td>Contact Person Name and title:</td>
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<td>Contact Phone Number:</td>
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<td>Contact E-mail:</td>
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<tr>
<td>Technology and Managed Services provided:</td>
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<tr>
<td>Length of Relationship:</td>
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<tr>
<td><strong>Additional Client Reference</strong></td>
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<tr>
<td>-------------------------------</td>
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<tr>
<td>Company Name:</td>
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<tr>
<td>Contact Person Name and Title:</td>
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<td>Contact Phone Number:</td>
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<td>Contact E-mail:</td>
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<tr>
<td>Technology and Managed Services provided:</td>
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<tr>
<td>Length of Relationship:</td>
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</table>
SECTION 4
GENERAL TERMS AND CONDITIONS

IV. GENERAL TERMS AND CONDITIONS

A. Terms and Conditions

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

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

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 the TAMUS General Counsel are essential prior to the award of the contract. In the event the RESPONDENT does not supply terms and conditions with their submittal, the TAMUS terms and conditions will govern this transaction.

B. Governing Law

RESPONDENT agrees that, in the event of a dispute, laws of the State of Texas will prevail.

C. Non-Discrimination

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

D. Immigration Reform and Control Act of 1986

By submitting a state of qualification, the RESPONDENTs certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

E. Debarment Status

By submitting a statement of qualification, RESPONDENTs certify that they are not currently debarred from submitting submittals on contracts nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts.
F. Indemnification and Hold Harmless

The RESPONDENT shall defend, indemnify and hold harmless TAMUS, its officers, employees and agents, against any and all liability of whatever nature which may arise directly or indirectly by reason of the RESPONDENT’s performance under the contract agreement.

G. RESPONDENT Liability

The RESPONDENT will be liable for any associated costs of repairs for damage to buildings or other TAMUS property caused by the negligence of the RESPONDENT’s employees.

H. Early Termination

TAMUS shall have the right to terminate the contract with the RESPONDENT without penalty after a (30) days written notice of termination to the RESPONDENT under the following circumstances:

1. Default of RESPONDENT
   It shall be considered a default whenever the RESPONDENT shall:
   
   a. Disregard or violate material provisions of the contract documents or TAMUS instructions, or fail to execute the work according to the agreed upon schedule of completion and/or time of completion specified, including extensions thereof, or fail to reach agreed upon performance results.
   b. Declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.

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

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

I. Cancellation of Contract by RESPONDENT

RESPONDENT must provide a minimum of ninety (90) days written notice of cancellation of contract to the A&M System regardless of the reason for said termination. Such notification must be sent to:

The Texas A&M University System  
Office of HUB & Procurement Programs  
301 Tarrow, Ste 319a  
College Station, TX 77840  
Attn: Don Barwick

J. RESPONDENT Payment/Billing Terms

Payment of invoices will be made thirty (30) days after receipt of a correct invoice and approval by the Chancellor’s Office.

K. Civil Rights Requirements

All RESPONDENTs must comply with applicable civil rights laws.
L. Non-Collusion Clause

The Non-Collusion Affidavit found in **APPENDIX B** must be executed as a part of the RESPONDENT’s submittal.

M. Entire Agreement

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

N. Severability

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

O. Modification of Service

TAMUS reserves the right to modify the services during the course of the contract. Any changes in pricing and rates proposed by the RESPONDENT resulting from such changes are subject to acceptance by TAMUS.

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

P. Publicity

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

Q. Independent Contractor

The successful RESPONDENT agrees that in all respects its relationship with TAMUS will be that of an independent contractor, and that it will not act or represent that it is acting as an agent of the A&M System or incur any obligation on the part of the A&M System without written authority of TAMUS.

R. Confidentiality

In accordance with the Texas Public Information Act, Submittals could be subject to public review after the contracts have been executed. RESPONDENTs responding to this submittal are cautioned not to include any proprietary information as part of their submittal unless such proprietary information is carefully identified as such in writing, and TAMUS accepts, in writing, the information as proprietary.

S. Ownership of Documents

Upon completion or termination of any contract agreement, all documents prepared by the RESPONDENT for the benefit of TAMUS shall become the property of TAMUS. At TAMUS’ option, such documents will be delivered to TAMUS Procurement Office. TAMUS acknowledges that the documents are prepared only for the contracted services
specified. Prior to completion of the contracted services, TAMUS shall have a recognized proprietary interest in the work product of the RESPONDENT.

T. INSURANCE: The RESPONDENT shall obtain and maintain, for the duration of this project 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 and currently rated A- or better by A.M. Best Company or otherwise acceptable to Owner. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to the RESPONDENT under this Agreement. The RESPONDENT shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The 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. Required insurance shall not be cancelable without thirty (30) days’ prior written notice to Owner.

*Insurance:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Worker’s Compensation</td>
<td></td>
</tr>
<tr>
<td>Statutory Benefits (Coverage A)</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability (Coverage B)</td>
<td>$500,000 Each Accident</td>
</tr>
<tr>
<td></td>
<td>$500,000 Disease/Employee</td>
</tr>
<tr>
<td></td>
<td>$500,000 Disease/Policy Limit</td>
</tr>
<tr>
<td>If this coverage is waived by System Risk Management, the contractor, his employees and subcontractors must sign hold harmless and indemnification agreement.</td>
<td></td>
</tr>
<tr>
<td>B. Automobile Liability</td>
<td></td>
</tr>
<tr>
<td>Owned Vehicles</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Non-owned Vehicles</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Hired Vehicles</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>C. Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td>Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal/Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to rented Premises</td>
<td>$100,000</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

4. Professional Liability $1,000,000

*Consideration will be given to other insurance coverages and/or limits upon request by RESPONDENT.

U. 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 TAMUS and RESPONDENT to attempt to resolve any claim for breach of contract made by RESPONDENT that cannot be resolved in the ordinary course of business. RESPONDENT shall submit written notice of a claim of breach of contract under this Chapter to Mr. Greg Anderson, Chief Financial Officer.
and Treasurer for TAMUS, who shall examine RESPONDENT’s claim and any counterclaim and negotiate with RESPONDENT in an effort to resolve the claim.

V. **VENUE:** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMUS shall be in the county in which the primary office of the chief executive officer of TAMUS is located.

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

EXECUTION OF OFFER

RFP01 OGC-12-012
DATE: July 11, 2012

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

Signing this proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and the RESPONDENT may be removed from all proposal lists. By signature hereon affixed, the RESPONDENT hereby certifies that:

A.1.A. The RESPONDENT has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
A.1.B. The RESPONDENT is not currently delinquent in the payment of any franchise tax owed the State of Texas.
A.1.C. Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the RESPONDENT certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
A.1.D. Neither the RESPONDENT nor the firm, corporation, partnership or institution represented by the RESPONDENT, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Texas Business and Commerce Code, Section 15.01, et seq., or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
A.1.E. The RESPONDENT has not received compensation for participation in the preparation of the specifications for this Request for Proposal.
A.1.F. The RESPONDENT shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of RESPONDENT or any agent, employee, subcontractor, or RESPONDENT of RESPONDENT in the execution or performance of this purchase order.
A.1.G. RESPONDENT agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
A.1.H. RESPONDENT certifies that they are in compliance with Government Code, Section 669.003 , relating to contracting with executive head of a State agency. If Section 669.003 applies, RESPONDENT will complete the following information in order for the proposal to be evaluated:

Name of Former Executive: __________________________________________
Name of State Agency: __________________________________________
Date of Employment with RESPONDENT: ___________________________
Position with RESPONDENT: ______________________________________
Date of Separation from State Agency: _________________________________
________________________________________

A.1.I. RESPONDENT agrees to comply with Government Code, Section 2155.4441, pertaining to service contract use of products produced in the State of Texas.

A.2 Texas Family Code Section 231.006

Ineligibility to Receive State Grants or Loans, or Receive Proposals or Payments on State Contracts.

A.2.A. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
A.2.A.1 receive payments from state funds under a contract to provide property, materials, or services; or
A.2.A.2 receive a state-funded grant or loan.
A.2.B. A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
A.2.B.1 all arrears have been paid; or
A.2.B.2 the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
A.2.C. Pursuant to Texas Family Code Section 231.006 (c), a proposal should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the proposal. RESPONDENTs that have pre-registered this information on the TPASS Centralized Master RESPONDENTS List have satisfied this requirement. If not pre-registered, attach name & social security number for each person. Otherwise this information must be provided prior to contract award.
A.2.D. “Pursuant to Section 231.006, Family Code, re: child support, the RESPONDENT certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”
A.2.E. If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Texas Family Code, Section 231.006 (a) the contract may be terminated.
A.2.F. If the certificate required under Texas Family Code, Section 231.006 (d) is shown to be false, the RESPONDENT is liable to the state for attorney’s fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.
A.3  Signature

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

Payee Identification Number (PIN): _________________________________________________

Sole Owner should also enter Social Security Number: __________________________________

RESPONDENT/Company: ______________________________________________________________

Signature (INK): ________________________________________________________________

Name: _______________________________________________________________________
Title: ________________________________________________________________________
Street: _______________________________________________________________________
City/State/Zip: _________________________________________________________________
Telephone No.: ________________________________________________________________
Fax No.: _____________________________________________________________________
E-mail: ______________________________________________________________________

Check below if preference claimed under 34 T.A.C. 20.38

(____) Supplies, materials or equipment produced in Texas/offered by RESPONDENT*         (____) Energy efficient products
(____) Agriculture products produced or grown in Texas                                (____) Rubberized asphalt paving material
(____) Agriculture products and services offered by Texas RESPONDENT                  (____) Recycled motor oil and lubricants
(____) U.S.A. produced supplies, materials or equipment                                (____) Energy efficient products
(____) Products of persons with mental or physical disabilities                      (____) Products produced at facilities located on formerly contaminated property
(____) Products made of recycled, remanufactured, or environmentally sensitive materials (____) Products and services from economically depressed or blighted areas

* By signing this offer, respondent certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident RESPONDENT as defined in Texas Government Code, Sec. 2155.444.

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT’S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR SUBMISSION.
APPENDIX B
NON-COLLUSION AFFIDAVIT

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

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

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

CONFLICT OF INTEREST

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

Signature  ____________________________________________
Company Name ____________________________________________
Date  _______________________

Subscribed and sworn to before me this
____________________ day of ________________, 2012.

Notary Public in and for the County of ____________________________, State of
________________________. My commission expires: __________________________