



**REQUEST FOR PROPOSAL
FOR**

(LMS) Learning Management System “Pilot”

RFP No.: RFP-PG-006-17

**SUBMITTAL DUE DATE:
July 06, 2017 at 10:00 A.M. CST
(Central Standard Time)**

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GENERAL INFORMATION

1.1 Description of TSTC

Texas State Technical College (“TSTC”) a state-supported two-year technical college and is the state’s largest provider of technical education. TSTC was originally established in 1965 as the James Connally Technical Institute (JCTI), a two year college in the Texas A&M University System designed to meet the state’s evolving workforce needs. In 1969, the State of Texas gained ownership of James Connally Air Force Base and renamed the college Texas State Technical Institute (TSTI), which became a separate state agency with its own Board of Regents, appointed by the governor. TSTC been continuously accredited by SACS-COC as a Level I institution since 1968. The college is an open enrollment institution with a full-time equivalent enrollment of approximately 12,000. In contrast with Texas’s regionally-focused community colleges, TSTC has a statewide role and mission with a legislative mandate to focus specifically on highly specialized, advanced, and emerging technical and vocational areas leading to certificates or associate degrees.

In 2015, the college was granted single-accreditation status from the Southern Association of Colleges and Schools Commission on Colleges, the regional body for the accreditation of degree-granting higher education institutions in the Southern states. The college central administration is located in Waco, Texas, the site of the flagship campus. The college has campuses in Abilene, Breckenridge, Brownwood, Fort Bend County, Harlingen, Marshall, North Texas (Red Oak), Sweetwater, Waco, and Williamson County.

1.2 Purpose of the Request for Proposals

Texas State Technical College is soliciting proposals from qualified firms to provide an online Learning Management System (LMS) Pilot that will allow TSTC to provide multiple delivery methods of instruction that include competency based education (CBE) and traditional course based education. Proposal Bid finalists will be expected to meet the requirements specified in this Request for Proposal (hereinafter referred to as “RFP”) document.

1.3 Submission of Proposal

Pursuant to the provisions of Texas Government Code Title 10 Subtitle D Chapter 2156.121-2158.127, sealed proposals will be received until the date and time established for receipt. After, receipt, only the names of respondents will be made public. Prices and other proposal details will only be divulged after the contract award, if one is made.

TSTC will receive Proposals until July 06, 2017 at 10:00 A.M. CST. Proposal must be time-stamped by TSTC before the hour and date specified. Proposals that are received late will be returned to the respondent unopened.

Proposal will not be received by telephone, fax, or email. Proposal will only be received at the location described below:

Pedro Guardiola
Service Support Center Building
Buyer I
Texas State Technical College
1902 N. Loop 499
Harlingen, TX 78550
Pedro.guardiola@tstc.edu
956-364-5173

Submit one (1) original and one (1) identical electronic copy of the Proposal and all of its contents. The original Proposal should contain the mark “original” on the Proposal Cover Page. The electronic copy shall be submitted in a USB/Flash Drive or in a CD in the same envelope as the hard-copy original proposal.

Proposal must be enclosed in a sealed envelope (box or container) addressed as described above. The envelope must clearly identify the RFP number, submittal due date, and the name and return address of the respondent. Proposal and any other information submitted by respondents in response to this RFP shall become the property of the TSTC.

Failure to comply with all requirements contained in this RFP may result in the rejection of the

Proposal. Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP, or irregularities of any kind are subject to rejection.

Properly submitted Proposals will be opened publicly and the names of the respondents will be read aloud. Proposal cannot be altered or amended after opening time. Proposal cannot be withdrawn after opening time without written approval by TSTC based on a written request to withdraw.

By submitting a Proposal in response to this RFP, Respondent acknowledges and accepts the evaluation process and that determination of the “best value” will require subjective judgments by TSTC.

By submitting a Proposal in response to this RFP, Respondent agrees to accept the terms and conditions contained in TSTC’s Service Agreement or TSTC’s Addendum to Respondent’s Agreement.

1.4 Questions

All questions regarding this RFP must be submitted in writing to Pedro Guardiola, Buyer I at pedro.guardiola@tstc.edu **no later than June 21, 2017 at 10:00 A.M. CST.** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by TSTC as an addendum. All such addenda are issued by TSTC before the Proposal are due as part of the RFP and respondents shall acknowledge receipt of each addendum to the RFP in its Proposal.

1.5 Key Events Schedule

Issuance of RFP	Friday June 09, 2017
Deadline for Submittal of Questions	Wednesday June 21, 2017, 10:00 AM
Submittal	Thursday July 06, 2017, 10:00 AM
Evaluation and Award	To Be Determined (TBD)

1.6 Proposal Evaluation Process

TSTC may select the Proposal that offers the “Best Value” for the institution based on the published selection criteria and on its ranking evaluation. **If required, TSTC may select the top ranked respondent(s) for interviews.** TSTC may first attempt to negotiate a contract with the selected respondent. TSTC may discuss with the selected respondent options for a scope or time modification and any price change associated with the modification. If TSTC is unable to reach a contract with the selected respondent, TSTC may formally end negotiations with that respondent and proceed to the next “best value” respondent in the order of the selection ranking until a contract is reached or all Proposals are rejected. TSTC is not obligated to select the Respondent offering the most attractive economic terms if that Respondent is not the most advantageous to TSTC overall, as determined by TSTC.

1.7 Proposal Requirements

Proposal prices must be firm for TSTC acceptance for 60 days from the submittal due date and the RFP Document Submission shall be irrevocable from the close of the call until acceptance by TSTC or the passage of a period of 60 days, whichever shall occur first.

1.8 No Reimbursement for Costs

Respondent acknowledges and accepts that any costs incurred from Respondent's participation in this RFP process shall be at the sole risk and responsibility of the Respondent.

1.9 Taxes

TSTC is exempt from taxes pursuant to the provisions of the *Texas Tax Code*, Chapter 151. Do not include tax in the Proposal. Excise Tax Exemption Certificates are available upon request.

1.10 Reservation of Rights

TSTC may evaluate the Proposal based on the anticipated completion of all or any portion of the Project. TSTC reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project. TSTC makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

1.11 Texas Public Information Act

All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed. TSTC strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

1.12 Equal Opportunity

The Respondent must be an equal opportunity employer. No person shall be discriminated against in employment because of race, color, religion, gender, national origin, disability, or age.

1.13 Accuracy of Information

TSTC and its officers, directors, employees and agents assume no responsibility for the accuracy of the information in this document. Should dispute arise regarding the meaning or intent of the Contract Documents, the decision of the TSTC shall be final and binding upon the Contractor.

1.14 Contract Award

A response to the solicitation is an offer to contract with Texas State Technical College based on the terms and conditions contained therein. RFP's do not become contracts and are not binding until a written contract, signed by authorized College administrator and authorized personnel of the awarded vendor pursuant to this agreement are formed. The RFP and submitted responsive documents, or portions of each, and at the College's sole discretion, may become incorporated by reference and a part of this written contract and will be binding on both the College and the Proposer after execution of the contract by both parties.

The term of this contract shall begin (TBD) To Be Determined and terminate on August 31, 2018. At the end of the contract TSTC has the option to continue services with awarded proposer for an additional twelve (12) months by extending the termination date for a maximum of one year per renewal for three (3) additional consecutive renewal years. Upon the renewal of the pilot, TSTC may request to expand the pilot or choose to fully transition to the proposers solution or to allow the Agreement to terminate. Either party may terminate this contract, without penalty, by giving 30 days written notice.

Second Optional Year:	09-1-18 to 8-31-19
Third Optional Year:	09-1-19 to 8-31-20
Fourth Optional Year:	09-1-20 to 8-31-21

Proposals will be evaluated using the criteria listed below:

- 1. Features & Requirements - 30%**
- 2. Security Requirements -10%**
- 3. Infrastructure Requirements - 15%**
- 4. System Capability Requirements -20%**
- 5. System Implementation / Migration- 15%**
- 6. Termination of Services - 5%**
- 7. References - 5%**

1.15 Compliance with Laws

The services provided and all representations in the RFP response must be such that they are or would be in conformity with all federal, state, county and local laws, regulations, rules, and orders. Upon request, the Proposer shall furnish to TSTC certificates of compliance with all such laws.

1.16 Termination for Convenience

TSTC, may, at its option and discretion, terminate the resulting contract for convenience and, at its option and discretion, may reduce the statement of work or other requirements of the contract at any

time, without any default on the part of TSTC or the contractor, by giving thirty (30) calendar days' notice thereof to the selected contractor.

1.17 Termination for Default

In the event that the services to be performed under this contract must be completed by a certain date, the Proposer is required to provide immediate notice at such time it has knowledge that it will be unable to perform the services within the time required.

1.18 Assignment

The Proposer may not assign, transfer, convey, or subcontract this contract, any services to be performed as outlined in the RFP, or any of its obligations under this contract, in whole or in part, without the prior written approval from the College, which the College may withhold in its sole discretion.

1.19 Ethics Conduct

Any direct, or indirect, actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in TSTC orders and contracts.

1.20 Drug Policy

TSTC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, or use of illegal drugs or alcohol by vendors or contractors, while on TSTC premises, is strictly prohibited.

1.21 Confidential Information

All information owned, possessed or used by TSTC that is communicated to, learned, developed or otherwise acquired by contractor in the performance of services for TSTC, that is not generally known to the public, will be confidential and contractor will not, beginning on the date of first association or communication between TSTC and contractor and continuing throughout the term of the contract and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for contractor's own benefit or the benefit of another, any confidential information, unless required by law.

Except when defined as part of the Services, contractor will not make any press releases, public statements, or advertisement referring to the Services or the engagement of contractor as an independent contractor of TSTC in connection with the Services, or release any information relative to the Services for publication, advertisement or any other purpose without the prior written approval of TSTC. Contractor will obtain assurances similar to those contained in this Section from persons, contractors, and subcontractors retained by contractor.

1.22 Governing Law

The contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

1.23 Group Purchasing Authority

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (Texas Education Code 51.9335). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP.

2.0 SCOPE OF SERVICES

Proposer will provide the following services to TSTC Colleges:

2.1 Overview

TSTC continues to expand teaching methods to meet the needs of the Texas workforce. In order to meet the needs we need to get the students in the door, trained in the necessary skills and back out into the workforce. TSTC is currently looking into piloting a hosted learning management system that can accommodate the following delivery methods to assist in our goal:

- CBE (competency based education)
 - course based
 - direct assessment
- Traditional semester/term based instruction
- Multiple Entry / Multiple Exit points
- Badging capabilities (with the ability to link competencies across multiple courses/semesters)
- Single gradebook for the faculty to use

2.2 Scope of Work

TSTC is requesting proposals for a pilot program for an Online Learning Management System (LMS) that is scalable, powerful, and mobile. Proposer will need to provide detailed documentation on features available within the proposers LMS that will accommodate the requirements listed in this RFP.

2.3 Features and Requirements (30%)

- **General Parameters**
 - Allows for multiple Entry/Exit points
 - Clean, modern, user-friendly
 - Mobile user friendly
 - Is a mobile app available

- Please list compatible devices
 - Please list compatible browsers
- **Accessibility**
 - Are all interfaces (both for administrators and end-users) that are part of your product compliant with Section 508 and/or WCAG 2.0 AA? This includes features such as appropriate use of alt-text, screen reader support, and use of colors and contrast to enhance visible accessibility.
 - Describe your conformance testing process.
 - Have you ever worked with Accessibility as a functional requirement?
 - Please provide a Voluntary Product Accessibility Template (VPAT) (Preferably VPAT 2.0), or similar, for your product. You can find instructions and details on the ITIC website at <https://www.itic.org/policy/accessibility/>.
 - If your product is not fully accessible, if you have a roadmap to make your product fully compliant? If so, please provide details on your roadmap including conformance goals and timeline for completion?
- **Course Design Parameters**
 - Ability to design and deliver courses in the following formats:
 - CBE (competency based education)
 - direct assessment
 - course based
 - Traditional semester / term based
 - Ability to generate course templates
 - Easy migration of content from one course section to another
 - Repository for Competencies/Activities/Tasks and content for sharing between instructors and courses
 - Ability to automatically populate course content (Competencies/Activities/Tasks)
 - Ability to link competencies across multiple courses/semesters
 - Ability to integrate checklists and rubrics into course activities
 - Proposer will provide a matrix of all compatible external plugins included with their response. Examples listed below:
 - Cengage Learning MindTap & MindLink
 - Blackboard Open Content
 - SoftChalk Cloud
 - Commercial Content
 - W.W. Norton InQuizitive
 - TestOut
 - Magna
 - Texidium
 - MyMathLab
 - Pearson Mastering
 - Turnitin
 -
 - Provides a variety of communication tools
 - Discussion forums
 - Chat
 - Whiteboard
 - Announcements

- Messaging built into the system - email type format
 - Availability of interactive activities
 - Ability to create meta courses
 - Ability to set-up groups within course sections
 - Availability of instructional design services to assist subject matter experts
 - Ability to divide courses into different modules
 - Easy rearrangement of content on course pages (i.e. drag and drop)
 - Easy upload of files
 - Glossary availability
 - Ability to write math equations
 - Support for SCORM files
 - Ability to conduct, record, and archive synchronous meetings
 - Ability for students and faculty to easily track progression through course content
 - Availability of survey tool
 - Variety of ways for instructors to provide feedback (text, audio, video)
 - Ability for students to upload video assignments
 - Ability to require students to move through course items or content before being able to access additional course items or content (conditional release)
- **Assessment Parameters - CBE (Direct Assessment and Course Based) & Traditional**
 - Ability to take pre-assessments and then either move to final assessment, skip skills/competency altogether, or jump to instructional needs of student
 - Ability to add pre-requisite competencies.
 - Ability to customize the sequence of competencies.
 - Ability to create rubrics that can be placed in a repository for use in other courses
 - Single Gradebook that accommodates CBE and traditional instruction built into the LMS
 - Ability to communicate with Colleague Ellucian (See section 2.6 System Compatibilities)
 - Upon completion of the group of competencies through the degree plan the student will obtain course credit within the SIS system automatically.
 - Automatic Cert1/Cert2 awarding: Embedded Certificates of Completion automatically awarded once student has met competency requirements.
 - Ability to export and/or import grades into and out of gradebook.
 - Ability to import assessment questions from test generator software or other test question repositories (ex. ExamView)
 - Indicators for items that need to be graded
 - Link tests, quizzes, and class assignments to associated competencies that can be marked as completed, mastered, or not completed.

- Ability for faculty to setup and/or change gradebook settings by course or award including but not limited to the following:
 - Option to hide upcoming grades not completed
 - Ability for faculty to provide feedback
 - Option to weight individual assignments or course categories applied to the final grade
 - Option to allow students to view assignment weights applied to final grade
 - Option to allow students the ability to view their overall course ranking and relation to other students in the course
 - Option of aggregating gradebook calculations based on :
 - Weighted mean of grades
 - Mean of grades
 - Median of grades
 - Lowest grade
 - Highest grade
 - Mode of grades
 - Natural
 - Ability to adjust grading scale depending on award or course
 - Ability to provide extra testing time to an individual or group of students
 - **Analytics, Reporting & Simulation**
 - Ability to respond to students' choices and run simulations/ scenarios
 - Ability for a student and/or faculty to view the following:
 - Progress status to be readily visible (i.e. status bar on progression through a course and the program of study showing completed courses/competencies)
 - Must contain data tracking mechanisms to document success rates, failure, retention, etc.
 - Ability to run reports at course and administrative level
 - Ability to pull reports based on activity
 - **Training Parameters**
 - Online or Onsite training
 - Train the trainer
 - Administrative
 - End User Training
 - Resource materials
 - Video Tutorials
 - Training Manual
 - **Support Parameters -**
 - Provide a current SLA for an organization similar (or larger) in size with TSTC
 - 24 hour, 7-day a week telephone number will be available for problem reporting.
 - Proposer will provide direct electronic mail, telephone, and online technical support for individuals specified by TSTC.
 - Proposer agrees to perform applicable troubleshooting of errors for no additional

charge.

- Proposer will provide a calendar of any scheduled maintenance or updates with an estimate of time to completion.
 - Proposer agrees to notify TSTC of any unscheduled maintenance within “24” hours of the emergency maintenance being applied.
- Proposer will provide statistics on the following:
 - Service Interruption
 - Internet Outages
 - Server
 - Security Threats
 - Response Times
 - Uptime

2.4 Security Requirements (Mandatory) - (10 %)

- The application must provide a secure method of authentication via TSTC’s Secure Lightweight Directory Access Protocol (LDAPS) to Microsoft Active Directory Services. The use of Security Assertion Markup Language (SAML) and other like products will be considered as well. Externally hosted solutions must be compatible with ADFS 2.0 WS-FED, or ADFS SAML 2.0. If your application does not support the use of aforementioned authentication, please specify the method that will be used for user maintenance and administration.
- For the purpose of application administration, the application should allow TSTC staff access to the proposers system electronically via a tiered permissions system. Local access control would be granted by TSTC.
- In the event that the system will be a hosted solution, the proposer must provide evidence of relevant security controls/standards and independent audit. A 3rd party Service Organization Controls Type 2 report (SOC2) or similar will be required if the proposer will be handling sensitive or regulatory protected information, such as but not limited to:
 - Sensitive Personal Information (social security numbers, government issued identification numbers, driver’s license number, banking account numbers)
 - Family Educational Rights Privacy Act (FERPA) protected data
 - Health Insurance Portability and Accountability Act (HIPAA) protected data

More information regarding a SOC 2 report can be found at:

<https://www.aicpa.org/InterestAreas/FRC/AssuranceAdvisoryServices/Pages/ServiceOrganization%27sManagement.aspx>

- The proposer must disclose and provide appropriate documentation and assurance for all subcontractors handling TSTC data. A SOC2 report or similar will be required for subcontractors handling sensitive or regulatory protected information.
- TSTC retains sole ownership and remains the custodian of all institutional records stored in the proposers system. Proposer will not access these records without TSTC’s written consent. The need for accessing records must be identified on the request.

- The application must implement SSL sitewide, including login pages, client pages, and administrative pages.
- Upon termination, cancellation, expiration or other conclusion of the Agreement, Service Provider shall return all TSTC data to TSTC and destroy any and all TSTC data within 30 days. A notification of data destruction must be provided to TSTC.

2.5 Infrastructure Requirements - (15 %)

- In the event that the Proposer's solution is a hosted solution the Proposer will be responsible for:
 - installing, maintaining and updating the equipment used to provide this service, including maintenance of all core application hardware and software.
- Proposer will provide encrypted data backup, restore and disaster recovery capabilities. Please explain how this is achieved.
 - Provide any applicable cost or fees associated with the restore or disaster recovery services.
- Provide monthly/quarterly reports to include:
 - Performance reports on the production system
- Provide a non-production test site.

2.6 System Capability Requirements - (20 %)

- LMS MUST integrate with Ellucian (Colleague -Unidata) through ILP 4.2+
- System should publish RESTful APIs/Web Services to facilitate the real-time retrieval of definitions and data from the LMS by external TSTC systems
- TSTC's Student Portal is Ellucian Sharepoint
- Provides badging capabilities
 - Compliant with IMS Global open badges standard
 - Self-signed
 - Hosted assertion
 - Automatic awarding of badges and notification to the student with self-help instructions.
 - Links competencies to a specific award and badges.
- Proposer shall provide storage to accommodate TSTC's pilot starting in the Fall and allow the availability to grow as the pilot program is expanded in the spring and summer of 2018. If the pilot is extended to a 2nd year or if a statewide plan is adopted, TSTC will need to know that the proposers infrastructure will support our growing needs.
 - Please provide the matrix used to identify any disk space limitations please include the following:
 - Tier levels with pricing breakdown
 - Pricing matrix should storage levels be exceeded

- o Pilot Storage to accommodate (3 or more semesters)
 - approximately 75 - 200 students
 - approximately 5 - 100 unique courses
 - 1 year of archives
 - o Full migration will need to accommodate
 - approximately 18,000 students
 - approximately 10,000 unique courses
 - 3TB storage space with a 20% a growth expected per year.
 - 2 years of archives
- Please provide the matrix used for pricing per student count, please outline tiers available.
 - o Are staff & admin support part of the count?
 - o Are students counted by instance? or per instructional unit? Please define
 - o Method to increase license count if needed, and time frame to accomplish the increase in student count / disk storage
- The URL used to access the proposer's system will need to be configurable to reflect a TSTC Internet domain.
- Ability to conform website to TSTC branding standards
- SCORM compliant
- LTI compliant

2.7 System Implementation / Migration - (15 %)

- Proposer will provide a support plan detailing how the proposer will assist TSTC's content migration into the proposer's system from Moodle 3.1.3 (current version)
 - Mysql 5.6.22.72.0
 - PHP 5.5.9.1.4.20
 - Moodle 3.2.3 (upgrade scheduled for July 2017)
- Proposer will provide a support plan detailing how the proposer will assist TSTC's CBE content migration into the proposer's system proprietary formats
- Transferability of courses
- Data Migration – Customer will provide base data in the following format for use of migration into the new system:
 - o Moodle uses the .mbz extension for the backup/restore process.
 - o Users should have the ability to backup a Moodle course with the .mbz extension and restore it into the new LMS. This allows for content already being used in Moodle to be brought into the new LMS without having to reinvent
- Provide an overview of the data migration process, how it will work for the purpose of implementation and day-to-day use of the application.

2.8 Termination of Services - (5 %)

- Provide an overview of how TSTC will be able to recoup its data and the file formats available for this purpose.

- Provide an overview of how TSTC data will be destroyed in the event Proposer is providing a hosted solution.

3.0 Requirements for Proposals

Proposals shall be prepared simply and economically, providing a description of the proposer's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content.

Each original and copy of the proposal shall be bound in a single volume and labeled in such a manner that each and every page will be identifiable as to the proposer's name. All documentation submitted with the proposal shall be bound in the single volume except as otherwise specified.

Proposals shall include the following information:

3.1 Transmittal letter

The transmittal letter shall be submitted on letterhead and signed by an individual authorized to legally bind the proposer. It shall include:

- 3.1.1 a statement acknowledging any addenda issued for this RFP. Addenda are posted on the *Electronic State Business Daily* website (<http://esbd.cpa.state.tx.us/>) by TSTC;
- 3.1.2 a statement accepting financial responsibility for any expenses incurred in the preparation of the proposal, including travel expenses for oral presentations (if required), and candidate interviews; and,
- 3.1.3 a statement regarding any deviations from, or exceptions to, this RFP, and justification for the deviation or exception to the RFP. A response that takes exception to any mandatory item in this RFP may be rejected and may not be considered for award.

3.2 Firm ownership and organization.

State the firm name. Give the firm's principal address and the satellite office(s) from which services under this contract will be conducted. Provide the names of contact persons principally responsible for this account, their phone numbers and office addresses. Provide the number of years the firm has been in business, and the number of years the firm has been in business at its principal address. Identify parent company if you are a subsidiary.

4.0 References - (5 %)

Respondents must provide three (3) references for which similar services are currently being performed or have been performed. References must include the name of the company/entity, length of service, contact person, and present address and phone number. References may be checked by TSTC prior to recommendation

(References)

This list must be completed and submitted with the proposal. Indicate three (3) references in accordance with RFP.

1. Company Name: _____
Contact Person: _____
Title: _____
E-Mail Address: _____
Phone/Fax Number: _____
Address: _____

2. Company Name: _____
Contact Person: _____
Title: _____
E-Mail Address: _____
Phone/Fax Number: _____
Address: _____

3. Company Name: _____
Contact Person: _____
Title: _____
E-Mail Address: _____
Phone/Fax Number: _____
Address: _____

5.0 PROPOSAL FORMAT AND SUBMISSION CHECKLIST

The Proposal must be organized in sections in the following format and contain the following information. Respondents should note that elaborate or unnecessary voluminous proposals are not desired. All forms must be completed, signed, and returned as part of the Respondent's proposal.

5.1 Proposal Cover Page

The Proposal Cover Page, should be the first page of your Proposal. The Proposal Cover Page must be signed by a person authorized to sign for Respondent.

5.2 Execution of Offer

The **Execution of Offer**, should be the second page of your Proposal. The Execution of Offer must be signed by a person authorized to sign for Respondent. Failure to complete this form **will result in rejection of the proposal.**

5.3 RFP - Terms and Conditions

5.4 Conflict of Interest Questionnaire (if no conflicts enter "None" and sign)

6.0 - Proposal Cover Page
TEXAS STATE TECHNICAL COLLEGE
LMS Learning Management System
RFP No.: RFP-PG-006-17

FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

FEDERAL EMPLOYER ID #: _____ or SS # (if sole owner): _____

TEXAS CHARTER # IF APPLICABLE: _____

IS YOUR COMPANY A HUB VENDOR? _____ WHAT CATEGORY? _____

Submitted and Certified By:

Name

Title

Authorized Signature

Date

6.1 – Execution of Offer
TEXAS STATE TECHNICAL COLLEGE
LMS Learning Management System
RFP No.: RFP-PG-006-17

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSAL WILL RESULT IN REJECTION OF THE PROPOSAL.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. 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.

- A. By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Proposals and is not a contract or an offer to contract; (2) the submission of Proposals by Respondent in response to this RFP will not create a contract between the Owner and Respondent; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.
- B. By signature hereon, Respondent offers and agrees to furnish to the Owner the products and/or services more particularly described in its Proposals, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.
- C. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Proposal.
- D. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
- E. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Owner represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Qualifications made to any competitor or any other person engaged in such line of business.
- F. By signature hereon, Respondent represents and warrants that:

1. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;
 2. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;
 3. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
 4. Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;
 5. Respondent, if selected by the Owner, will maintain insurance as required by the Contract;
 6. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that the Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- G. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent's Proposal.
- H. By signature hereon, 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 Rule 1 TAC 111.2.
- I. By signature hereon, Respondent certifies as follows:
1. "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, RFP, 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."
 2. "Under Section 2155.004, *Texas Government Code*, the vendor or applicant certifies that the individual or business entity named in this RFP or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
 3. "Under Section 2254.004, *Texas Government Code*, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only."
- J. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate,

capital funding agreement or by any other such kinship exist between Respondent and an employee of any Texas State Technical College component, or Respondent has not been an employee of any Texas State Technical College component within the immediate twelve (12) months prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.

- K. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004 Texas Government Code).
- L. Respondent represents and warrants that all articles and services quoted in response to this RFP 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 or proposed as of the date of this solicitation.
- M. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- N. By signature hereon, Respondent agrees to 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, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's Proposal.
- O. By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent's Proposal, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- P. By signature hereon, Respondent certifies that no member of the Board of Regents of Texas State Technical College, or the Executive Officers of Texas State Technical College or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.
- Q. By signature hereon, Respondent agrees and acknowledges as follows, and agrees to the incorporation of these terms and conditions into the Agreement:
 - 1. Venue; Governing Law. McLennan County or Travis County, Texas will be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
 - 2. Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

3. Tax Certification. If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code*, then Contractor certifies that it is not currently delinquent in the payment of any taxes due under such Chapter, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
4. Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
5. Products and Materials Produced in Texas. If Contractor will provide services under the Agreement, Contractor covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under the Agreement, Contractor will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
6. State Auditor's Office. Contractor understands that acceptance of funds under the 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 Sections 51.9335(c), *Texas Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
7. Fees & Payment Terms. Notwithstanding any term or condition in the Agreement to the contrary, all invoices shall be payable to Contractor within thirty (30) days after TSTC's receipt of invoice and delivery of the Product or Services in accordance with the Texas Prompt Payment Act, currently codified in Section 2251.021(a), *Texas Government Code*. Interest shall be payable by TSTC on all past due amounts at the rate specified in Section 2251.025(b) of such Code. Notwithstanding anything to the contrary, Contractor understands and acknowledges that TSTC's payment processes are stipulated by the Texas Prompt Payment Act, and nothing in the Agreement shall be construed to prevent or restrict TSTC from full compliance with such Act.
8. Eligibility Certification. To the extent applicable, Sections 2155.004 and 2155.006, *Texas Government Code*, Contractor certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
9. Texas Family Code Child Support Certification. To the extent applicable, Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.
10. Loss of Funding. Performance by TSTC under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of Texas State Technical College System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then TSTC will issue written notice to Contractor and TSTC may terminate the Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of TSTC.

11. Tax Exemption. Contractor understands and accepts that TSTC, as an agency of the State of Texas, is exempt from most State and Federal taxes. Contractor will not attempt to pay taxes on TSTC's behalf and TSTC will not reimburse contractor for any taxes paid. A tax exempt certificate is available to contractor upon request.

12. Access by Individuals with Disabilities. To the extent that Title 1, Part 10, Rules 213.30 and 213.36, *Texas Administrative Code* is applicable, Contractor represents and warrants ("EIR Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to TSTC under this Agreement (collectively, "EIRs") comply with the "Accessibility Standards" set forth in Title 1, Part 10, Rules 213.30 and 213.36 of the *Texas Administrative Code*. To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not satisfy the EIR Warranty, then Contractor represents and warrants that it will, at no cost to TSTC, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Warranty; or (2) replace the EIRs with new EIRs that satisfy the EIR Warranty. Should TSTC notify Contractor in writing that the EIRs, or any portion thereof, do not comply with the EIR Warranty, and such non-compliance continues for a period of sixty days after such written notice to Contractor, then TSTC may terminate this Agreement and Contractor will refund to TSTC, within thirty (30) days after the termination date, a prorated amount of any fees paid by TSTC for Services not yet properly rendered.

13. FERPA Protection of Confidential Data. If applicable, Service Provider will abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act [FERPA 34 CFR § 99.33 (a)(2)]. **34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.** Covered data and information (CDI) includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution's students to the Service Provider. Service Provider acknowledges that the Agreement allows the Service Provider access to CDI. Service Provider agrees to hold CDI in strict confidence. Service Provider shall not use or disclose CDI received from or on behalf of Institution (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Institution. Service Provider agrees not to use CDI for any purpose other than the purpose for which the disclosure was made. Upon termination, cancellation, expiration or other conclusion of the Agreement, Service Provider shall return all CDI to Institution or, if return is not feasible, destroy any and all CDI. Service Provider shall, within one day of discovery, report to Institution any use or disclosure of CDI not authorized by this agreement or in writing by Institution. Service Provider's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Service Provider has taken or shall take to prevent future similar unauthorized use or disclosure. Service Provider shall provide such other information, including a written report, as reasonably requested by Institution.

14. Protected Data Security. To the extent that 34 *Code of Federal Regulations* § 99.33(a)(2) is applicable, Service Provider agrees to abide by the limitations on re-disclosure of **personally identifiable information from education records**. "TSTC Confidential Information" means records maintained by TSTC, and records obtained by Service Provider from TSTC under this Agreement, including (1) records and data provided electronically, on paper, or via online access or e-mail, (2) records and data that Service Provider has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data incorporated in any manner into Service Provider's records, files or data compilations. Service Provider

shall protect the confidentiality of TSTC Information and comply with all statutory, regulatory and Agreement requirements. Service Provider's protection of the confidentiality of TSTC Information will survive the termination of this Agreement. Service Provider shall keep and maintain complete and accurate records sufficient to allow TSTC, the Texas State Auditor's Office, the United States government, and their authorized representatives to determine Service Provider's compliance with this Agreement. Service Provider shall be responsible and liable for any damages resulting from a breach by Service Provider including damages and losses of third parties. Service Provider shall reimburse TSTC for any costs incurred by TSTC in reimbursing third parties damaged by Service Provider's breach and costs incurred in attempts by TSTC to limit third party losses resulting from Service Provider's breach. Service Provider agrees to accept liability for any damage to TSTC's hardware, software, or TSTC Information when such damage is caused by the actions of employees, contractors, sub-contractors or agents of Service Provider, whether or not the individual was an authorized User under this Agreement.

15. Historically Underutilized Business Subcontracting Plan. To the extent that Chapter 34, Section 20.14, *Texas Administrative Code* is applicable, Contractor shall subcontract the Services to historically underutilized businesses ("HUB(s)") in accordance with Contractor's HUB Subcontracting Plan ("HSP"). In accordance with the HSP, Contractor shall submit to TSTC information necessary to assure that Contractor is adhering to the HSP. TSTC may conduct audits to assure that Contractor's is adhering to the HSP. No changes to the HSP may be made unless approved in writing by TSTC. Except as specifically provided in the HSP, Contractor shall not subcontract any of its duties or obligations under this Agreement, in whole or in part. This Agreement is subject to 34 *Texas Administrative Code* ("TAC") Section 20.14. Contractor shall comply with all of its duties and obligations under 34 TAC Section 20.14. In addition to other rights and remedies, TSTC may exercise all rights and remedies authorized by 34 TAC Section 20.14.

16. Breach of Contract Claims.

a. To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by TSTC and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

i. Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor shall submit written notice, as required by subchapter B of Chapter 2260, to TSTC in accordance with the notice provisions in this Contract. Contractor's notice shall specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific Agreement provision that TSTC allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under subchapter C of Chapter 2260. The Chief Business Officer of TSTC, or such other officer of TSTC as may be designated from time to time by TSTC by written notice thereof to Contractor in accordance with the notice provisions in this Contract, shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims.

ii. If the parties are unable to resolve their disputes under subparagraph (a.) of this section, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by TSTC.

iii. Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (1) neither the execution of this Agreement by TSTC nor any other conduct, action or inaction of any representative of TSTC relating to this Agreement constitutes or is intended to constitute a waiver of TSTC's or the state's sovereign immunity to suit and (2) TSTC has not waived its right to seek redress in the courts.

b. The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

c. TSTC and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

17. Ethics. TSTC officers and employees may not have a direct or indirect interest, including financial and other interests, engage in a business transaction or professional activity, or incur any obligation of any nature, that is in substantial conflict with the proper discharge of the officer's or employee's duties in the public interest. A TSTC officer or employee will not: 1) accept or solicit any gift, favor, or service that might reasonably tend to influence the officer or employee in the discharge of official duties or that the officer or employee knows, or should know, is being offered with the intent to influence the officer's or employee's official conduct; 2) accept other employment or engage in a business or professional activity that the officer or employee might reasonably expect would require or induce the officer or employee to disclose confidential information acquired by reason of the official position; 3) accept other employment or compensation that could reasonably be expected to impair the officer's or employee's independence of judgment in the performance of their official duties; 4) make personal investments that could reasonably be expected to create a substantial conflict between the officer's or employee's private interest and the public interest; or 5) intentionally or knowingly solicit, accept or agree to accept any benefit for having exercised the officer's or employee's official powers or performed their official duties in favor of another. TSTC may not use appropriated money to compensate a state employee who violates a standard of conduct. In accordance with the Texas Constitution, an officer or employee of the state may not, directly or indirectly, profit by or have a pecuniary interest in the preparation, printing, duplication, or sale of a publication or other printed material issued by a department or agency of the executive branch. A person who violates this provision may be dismissed from TSTC employment.

18. Indemnification. Contractor will indemnify and hold harmless TSTC, the TSTC System, its respective regents, officers, directors, employees, representatives and agents, from and against all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by Contractor; for wages and fringe benefits of Contractor's employees; and for injury or death of any person or damage to property that result directly or indirectly from the negligent or intentional acts or omissions of Contractor or its officers, agents, employees OR SUBCONTRACTOR's in the performance of this Agreement.

19. Limitations. The Parties are aware that there may be constitutional and statutory limitations on the authority of TSTC (a state agency) to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on TSTC's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties;

payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on TSTC except to the extent authorized by the laws and Constitution of the State of Texas.

20. Texas Public Information Act. Notwithstanding any provisions of this Agreement to the contrary, the Contractor understands that TSTC will comply with the Texas Public Information Act, Gov't Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. TSTC agrees to notify Contractor within twenty-four (24) hours of receipt of a request for information related to Contractor's work under this Agreement. The Contractor will cooperate with TSTC in the production of documents responsive to the request. The Contractor may request that TSTC seek an opinion from the Attorney General of the State of Texas. However, TSTC will not honor Contractor's request for an opinion if the request is not based upon a reasonable interpretation of the Texas Public Information Act. Additionally, the Contractor will notify TSTC General Counsel within twenty-four (24) hours of receipt of any third party requests for information that was provided by the State of Texas for use in conducting this Agreement. This Agreement and all data and other information generated or otherwise obtained in the performance of its responsibilities under this Agreement may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

21. Counterparts. This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one and the same document.

6.1 – Execution of Offer – Continued

TEXAS STATE TECHNICAL COLLEGE

The Respondent must complete, sign and return this Execution of Offer as part of their submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification. The undersigned, having carefully examined the scope of services and related documents entitled:

**RFP No.: RFP-PG-006-17
LMS Learning Management System**

as prepared by Texas State Technical College as well as all other conditions affecting the cost and/or execution of the work, proposes to complete the work in accordance with said documents, of which this proposal is a part, for the following sum:

Respectfully Submitted,

Respondent's Name: _____

Respondent's State of Texas Tax Account No.: _____ *(This 11 digit number is mandatory)*

If a Corporation: State of Incorporation: _____ Respondent's Charter No: _____

Identify each person who owns at least 25% of the Respondent's business entity by name:

Submitted and Certified By: _____

(Respondent's Name)

(Title)

(Street Address)

(City, State, Zip Code)

(Telephone Number)

(Authorized Signature)

(Date)

6.2 – Terms and Conditions

TEXAS STATE TECHNICAL COLLEGE
LMS Learning Management System
RFP No.: RFP-PG-006-17

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFP, ANY EXCEPTIONS THERE TO MUST BE IN WRITING.

A. BIDDING REQUIREMENTS

1. Proposers must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
2. RFP must be time stamped at ordering agency on or before the hour and date specified for the RFP opening.
3. Late and/or unsigned RFP will not be considered under any circumstances. Person signing RFP must have the authority to bind the firm in a contract.
4. RFP should give Payee ID Number, full firm name and address of proposer on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a RFP, in the block provided in the upper right hand corner. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:

Enter Federal Employer's Identification Number _____

Sole owner should also enter Social Security Number _____

5. RFP cannot be altered or amended after opening time. Alterations made before opening time should be initialed by proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by TSTC based on an acceptable written reason.
6. TSTC reserves the right to accept or reject all or any part of any kind, waive minor technicalities and award the RFP to best serve the interests of TSTC.
7. Consistent and continued tie bidding could cause rejection of RFP by TSTC and/or investigation for antitrust violations.
8. TSTC shall not be responsible for failure of electronic equipment or operator error. Late illegible, incomplete, or otherwise non-responsive RFP'S will not be considered.

B. TIE BIDS

Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (preferences).

C. AWARD OF CONTRACT

A response to this RFP is an offer to contract based upon the terms, conditions and specifications contained herein. RFP's do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed

in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, and 2157.003 shall also be considered in making an award.

D. PAYMENT

Vendor shall submit an itemized invoice showing TSTC's purchase order number. TSTC will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. For restrictions regarding prepayment, see section 11, below.

E. PATENTS OR COPYRIGHTS

The vendor agrees to protect TSTC from claims involving infringement of patents or copyrights.

F. VENDOR ASSIGNMENTS

Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to IFBs must give the requisition number, codes, and opening date.

G. BIDDER AFFIRMATION

Signing this RFP with a false statement is a material breach of contract and shall void the submitted RFP or any resulting contracts, and the vendor shall be removed from all bid lists.

1. The proposer 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 RFP.
2. Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the RFP made to any competitor or any other person engaged in such line of business.
3. Pursuant to Section 2155.004 Government Code the proposer has not received compensation for participation in the preparation of the specifications for this RFP.
4. Pursuant to Section 231.006(d), Family Code (relating to child support), the proposer certifies that the individual or business entity named in this RFP is not ineligible to receive this specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
5. Under Section 2155.004 Government Code the proposer certifies that the individual or business entity named in this RFP 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.
6. The Contractor shall defend, indemnify, and hold harmless TSTC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or commissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
7. Proposer agrees that any payments due under this will be applied towards any debt, including but not

limited to delinquent taxes and child support that is owed to the State of Texas.

8. Proposer certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies proposer will complete the following information in order for the RFP to be evaluated:

Name of Former executive: _____

Name of State agency: _____

Date of separation from State agency: _____

Date of Employment with proposer: _____

9. Proposer agrees to comply with government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
10. Pursuant to Section 231.006©, Family Code, RFP must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the RFP. Attach name & social security numbers for each person. This information must be provided prior to contract award.

H. NOTE TO PROPOSER:

Any terms and conditions attached to a RFP will not be considered unless specifically referred to on this RFP form and may result in disqualification of the RFP. The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by the ordering agency and the contractor to attempt to resolve all disputes arising under this contract.

I. BEST VALUE CRITERIA

- The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
- The number and scope of conditions attached to the RFP;
- The ability, capacity, and skill of the proposer to perform the contract or provide the service required;
- Whether the proposer can perform the contract or provide the service promptly, or within the time required, without delay or interference;
- The character, responsibility, integrity, reputation, and experience of the proposer;
- Proximity of the proposer's office to the site, and is there a firm principal at the local office, and how much of the design work will be done at the local office;
- The quality of performance of previous contracts or services;
- Any previous or existing noncompliance by the proposer with specification requirements relating to time of submission of specified data such as samples, models, drawings, certificates, or other information; the sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service;
- The ability of the proposer to provide future maintenance, repair parts, and service for the use of the contract.
- The purchase price;
- Any relevant criteria specifically listed in the RFP or request for proposals.

6.3 - Conflict of Interest Questionnaire
LMS Learning Management System
RFP PG-006-17

If a conflict of interest doesn't exist, please write "NONE" under section 3 and sign it.

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<div style="text-align: center; border-bottom: 1px solid black; padding-bottom: 2px;">OFFICE USE ONLY</div> <div style="padding: 2px;"><div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date Received</div></div>
1	Name of person who has a business relationship with local governmental entity.	
2	<div style="display: flex; align-items: flex-start;"><div style="margin-right: 10px;"><input type="checkbox"/></div><div>Check this box if you are filing an update to a previously filed questionnaire.</div></div> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;">Name of Officer</div> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
4	<div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Signature of person doing business with the governmental entity</div><div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Date</div></div>	