**REQUEST FOR PROPOSAL
FOR**

(SaaS) Enterprise Resource Planning System

RFP No.: RFP-DG-001-19
NIGP Codes: 920-03,920-05,920-66

**SUBMITTAL DUE DATE:
Friday, October 10, 2018 at 10:00 am
(Central Standard Time)**

Issued: Wednesday, September 19, 2018

**Prepared By:
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Director of Strategic Sourcing
Texas State Technical College
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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 15,000. 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 (TSTC) is soliciting proposals in response to this Request for Proposal (RFP) from qualified vendors for the acquisition of a comprehensive and integrated (SaaS) Enterprise Resource Planning System. The ERP will support leading practices in Financial Management, Human Capital Management and Student Administration for all Texas State Technical College (TSTC) operations and activities. 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 October 10, 2018 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 locations described below:

Danny de la Garza
Service Support Center Building
Director of Strategic Resources
Texas State Technical College
1902 N. Loop 499
Harlingen, TX 78550
danny.delagarza@tstc.edu
956-364-4554

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 Danny de la Garza, Director of Strategic Sourcing at danny.delagarza@tstc.edu **no later than October 01, 2018 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	**Wednesday September 19, 2018**
Deadline for Submittal of Questions	**Monday October 01, 2018, 10:00 AM**
Submittal w HUB Sub-Contracting Plan	**Wednesday October 10, 2018, 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**. <u>**TSTC will not negotiate the State of Texas terms and conditions or the Respondent's indemnification of TSTC.**</u> 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   Historically Underutilized Businesses Submittal Requirements.

All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (HUBs) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Respondent subcontracts any work, then Respondent must make a good faith effort to utilize HUBs certified by the Texas Comptroller of Public Accounts. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by TSTC, its obligation to make a good faith effort to utilize HUBs when subcontracting any work will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of work by the Respondent is subject to review by TSTC to ensure compliance with the HUB program.

TSTC has reviewed this RFP in accordance with 34 TAC §20.285 and has determined that subcontracting opportunities are probable under this RFP.
<u>**A HUB Subcontracting Plan Form (HSP) is a required part of the Proposal. The HSP (Attachment E) must be filled out and returned with the Proposal to be considered responsive. Proposals that fail to comply with this section will constitute a material failure to comply with advertised specifications and will be rejected by TSTC as non-responsive.**</u>

HUB Contractors may be found by searching the State of Texas Centralized Master Bidders List (CMBL) database at: https://mycpa.cpa.state.tx.us/tpasscmblsearch/tpasscmblsearch.do by the NIGP class and item as indicated on the cover page of this RFP.

Additional minority and women owned business association resources are available for subcontracting notices at: https://comptroller.texas.gov/purchasing/Respondent/hub/resources.php

Additional information and training regarding how to complete a HUB Subcontracting Plan forms is available at: https://comptroller.texas.gov/purchasing/Respondent/hub/forms.php

1.8   Subcontracting Approval

The Respondent shall perform the services with its own resources and those subcontractors identified in the Respondent's HUB Subcontracting Plan. In the event that the Respondent should determine that it is necessary or expedient to execute additional or alternative subcontracts for any of the performances under the Contract, the Respondent shall submit a revised HUB Subcontracting Plan for prior approval before executing any subcontracts.

In any subcontracts entered into by Respondent for the performance of the work, Respondent shall require the Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to Respondent by the terms of the contract between Respondent and TSTC and to assume toward Respondent all of the obligations and responsibilities that Respondent, by the contract between Respondent and TSTC, assumes toward TSTC.

The Respondent shall manage all quality and performance, project management, and schedules for subcontractors. The Respondent shall be held solely responsible and accountable for the completion of all work for which the Respondent has subcontracted.

1.9   Bidding 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.

1.10   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.

1.11   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.

1.12   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.

1.13   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.

1.14   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.

1.15   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.

1.16   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 pursuit 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, 2020. 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 proposer's 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:	**09-1-20 to 8-31-21**
Third Optional Year:	**09-1-21 to 8-31-22**
Fourth Optional Year:	**09-1-22 to 8-31-23**

1.17 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.

1.18 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.

1.19 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.

1.20 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.

1.21 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.

1.22 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.

1.23   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, sell, 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. All data is owned by Texas State Technical College and must be exportable to the college for its use.

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.

1.24   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.

1.25   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.

1.26 Invoices

Invoices must be submitted as deliveries are made. To be a proper invoice that may be accepted and paid, the invoice must include the following information and/or attachments;

- Name and address of the Respondent,
- Respondent's invoice remittance address,
- Purchase order number authorizing the services,
- Detailed breakdown of monthly total price for services, and
- Any other related documentation to show proof of services rendered.

Each invoice is subject to review and approval by TSTC before payment will be processed. Normal payment processing time for services which have been completed, delivered to, and approved by TSTC is thirty (30) calendar days after receipt of a valid, uncontested invoice. TSTC will incur no penalty for late payment if payment is made in thirty (30) or fewer days from receipt of goods or services and an uncontested invoice. Payments shall be made consistent with Chapter 2251, Texas Government Code. Any invoice that does not comply with the minimum requirements stated above may not be considered valid and may be subject to rejection and/or return to the selected Respondent.

Invoices shall be submitted by mail to:

Texas State Technical College
Services Support Center Building
Procurement and Travel Services
1902 North Loop 499
Harlingen, Texas 78550

1.27 Loss of Funding

Performance by TSTC under the resulting contract 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 Respondent and TSTC may terminate the Agreement without further duty or obligation hereunder. Respondent acknowledges that appropriation, allotment, and allocation of funds are beyond the control of TSTC.

2.0   SCOPE OF SERVICES

Proposer will provide the following services to TSTC Colleges:

2.1   Overview

Texas State Technical College (TSTC) is soliciting proposals in response to this Request for Proposal (RFP) from qualified vendors for the acquisition of a comprehensive and integrated Enterprise Resource Planning System. The Texas State Technical College's vision is an enterprise system to support leading practices in Financial Management, Human Capital Management and Student Administration for all Texas State Technical College (TSTC) operations and activities. Implementation and integration services will be included in the Procurement. Currently, TSTC uses an on premise Enterprise Resource Planning system for all of their day to day business operations.   This is the system of record for all TSTC data and is used to feed data to multiple systems including but not limited to recruiting tracking systems, student behavior systems, and reporting and analytics applications.

The project goals and objectives of the Texas State Technical College (TSTC) are to:

- Acquire a modern ERP solution that effectively processes the volume and type of transactions required by TSTC;
- Improve the efficiency of administrative operations;
- Implement user-friendly intuitive systems across the institution;
- Expand and simplify management access to detailed information;
- Provide smooth and seamless integration between the new ERP solution and other systems used by the campus community;
- Take advantage of continuing advancements in functionality and technology that would enable future improvements in business and administrative practices.

Proposers are advised and cautioned that the buyer (TSTC) will not pay any separate fees or charges above the prices submitted in the proposal. Therefore **all ancillary charges such as transportation, delivery and handling should be included in the proposal prices.**

In regards to System Availability SLA, TSTC expects a 99.5% System Availability percentage during each month for productive versions with a 2% reduction of monthly subscription fees for each 1% below System Availability SLA, not to exceed 100% of monthly subscription fees.

Total Minutes in the Month attributable to:

> (i) a Scheduled Downtime for which a Regular Maintenance Window is described in Section 4 below, or
> (ii) any other Scheduled Downtime described in Section 4 for which the customer has been notified at least five (5) business days prior to such Scheduled Downtime
> or (iii) unavailability caused by factors outside of Proposer's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.

System Availability Percentage: (Total Minutes in the Month – Downtime Total Minutes in the Month)*100

Required Incident Response:

Severity Level 1 - within 2 business hours
Severity Level 2 – within 8 business hours
Severity Level 3- within 10 business days

2.2   Scope of Work

Texas State Technical College (TSTC) is issuing this RFP for the acquisition of comprehensive Enterprise Resource Planning software, including functionality for Financial Management, Procurement, Human Capital Management, Payroll, and Student Administration. This RFP also requests that the Respondent provide associated hosting services (Services) for the pre-production and production infrastructure under either a Platform as a Service (PaaS) or Software as a Service (SaaS) model. In addition, Respondent proposals must include implementation and training services. Components of the Enterprise Resource Planning software solution should include the following:

    2.2.1   Product Information and Service History:
    2.2.1.1 **Describe the history of your Enterprise Resource Planning software offerings, including:**
        2.2.1.1.1   Initial release date
        2.2.1.1.2   Current version number
        2.2.1.1.3   Development history
    2.2.1.2 Describe your product roadmap and strategy for the next three to five years.
    2.2.1.3 Describe any and all third-party software packages that are required for your Enterprise Resource Planning software to function correctly or to effectively meet our requirements. All 3rd party software are subject to the same requirements, terms and conditions as that of the proposer. For example, application servers, Web servers, business intelligence (BI), databases, agents or clients for backup, or software distribution and security.
    2.2.1.4 Describe your upgrade methodology, including the tracking system, not only to report on the status of the upgrade, but also to record problems and bugs.
    2.2.1.5 Provide a list of any user groups, social-networking sites or public discussion areas relating to your product or service offerings.
    2.2.1.6 Do you have any pre-scheduled maintenance windows?   Describe extent of impact -- e.g., application totally / partially unavailable.
        2.2.1.6.1   If so, provide business hours;
        2.2.1.6.2   Availability;
        2.2.1.6.3   Maintenance window schedule;
        2.2.1.6.4   Describe extent of impact -- e.d., application totally/partially unavailable
    2.2.1.7 How often do you produce a major software release?
    2.2.1.8 Are major software releases including the licensing for annual maintenance?
    2.2.1.9 How often do you produce a maintenance (bug fix) release

2.2.2   Minimum Requirements:
2.2.2.1 Seeking an Enterprise Resource Planning software solution that will adequately service as specified:

    2.2.2.1.1   1900 Employees, classifications including part time temporary, student workers, part time benefits eligible and full time benefits eligible

    2.2.2.1.2   15,000 Students

2.2.2.2 Modules that must be included:

Provide an overview of functionality for each of the below-listed modules/software proposed, and the integration of the modules proposed to meet the Texas State Technical College's requirements. This section is intended to be a high-level overview of the product(s) offered. The Respondent shall deliver all products and services required to support the proposed business application software and enable the business processes in the functional areas as identified below.

It is important to Texas State Technical College (TSTC) that the delivered components are tightly integrated as part of the comprehensive solution. Texas State Technical College (TSTC), at its discretion, reserves the right to add and remove functionality or modules and associated services prior to contract award.

    2.2.2.2.1   **Financial Management**

        2.2.2.2.1.1 Functionality should include the following:

            2.2.2.2.1.1.1   Fund Accounting
            2.2.2.2.1.1.2   Budgetary Control
            2.2.2.2.1.1.3   Accounts Payable
            2.2.2.2.1.1.4   Accounts Receivable
            2.2.2.2.1.1.5   Cash Management
            2.2.2.2.1.1.6   Cost Accounting/Cost Allocation
            2.2.2.2.1.1.7   Debt Management
            2.2.2.2.1.1.8   Grant Management
            2.2.2.2.1.1.9   Project Accounting
            2.2.2.2.1.1.10   Asset Management
            2.2.2.2.1.1.11   Budget Development
            2.2.2.2.1.1.12   Procurement

                2.2.2.2.1.1.12.1 Commodities
                2.2.2.2.1.1.12.2 Catalogs and Punch-Out
                 2.2.2.2.1.1.12.3 Requisitions
                 2.2.2.2.1.1.12.4 Purchase Orders
                 2.2.2.2.1.1.12.5 Receiving
                 2.2.2.2.1.1.12.6 P-Cards
                 2.2.2.2.1.1.12.7 Strategic Sourcing
                 2.2.2.2.1.1.12.8 Vendor Management
                 2.2.2.2.1.1.12.9 Inventory

2.2.2.2.2 **Human Capital Management**
    2.2.2.2.2.1 Personnel Administration
    2.2.2.2.2.2 Classification and Compensation
    2.2.2.2.2.3 Position Control
    2.2.2.2.2.4 Benefits Administration
    2.2.2.2.2.5 Employee Relations
    2.2.2.2.2.6 Applicant Services
    2.2.2.2.2.7 Employee Performance
    2.2.2.2.2.8 Learning Management
    2.2.2.2.2.9 Leave Management
    2.2.2.2.2.10 Time and Labor

2.2.2.2.3 **Payroll Management to include data transmission to state of Texas HRIS system**
    2.2.2.2.3.1 Balancing and reconciling payroll data
    2.2.2.2.3.2 Calculating and Reporting on Payroll Deductions
    2.2.2.2.3.3 All reporting requirements for state systems
        2.2.2.2.3.3.1 Federal income taxes
        2.2.2.2.3.3.2 Social security taxes
        2.2.2.2.3.3.3 State income taxes
        2.2.2.2.3.3.4 Local tax withholdings
        2.2.2.2.3.3.5 Health insurance
        2.2.2.2.3.3.6 Dental insurance
        2.2.2.2.3.3.7 Charitable contributions
        2.2.2.2.3.3.8 Garnishments
    2.2.2.2.3.4 Time and Attendance tracking

2.2.2.2.4 **Student Administration**
    2.2.2.2.4.1 Admissions and Student Recruitment
        2.2.2.2.4.1.1 Prospect Management
            2.2.2.2.4.1.1.1 Please explain the abilities within your software
            2.2.2.2.4.1.1.2 3rd party software supported by your application.
        2.2.2.2.4.1.2 Student Application
        2.2.2.2.4.1.3 Enrollment Management
        2.2.2.2.4.1.4 Student Planning
        2.2.2.2.4.1.5 Co-Curricular Transcripting
    2.2.2.2.4.2 Student Records
    2.2.2.2.4.3 Student Accounting

     2.2.2.2.4.3.1 Online electronic payment system to include but not limited to:

       2.2.2.2.4.3.1.1 Chip cards

       2.2.2.2.4.3.1.2 NFC Payments

       2.2.2.2.4.3.1.3 Mag-strip card

   2.2.2.2.4.4 Financial Aid

   2.2.2.2.4.5 Learning Management System

   2.2.2.2.4.6 Advising and Degree Audit

   2.2.2.2.4.7 Student Services

     2.2.2.2.4.7.1 Behavioral Intervention

     2.2.2.2.4.7.2 Early Alert

     2.2.2.2.4.7.3 Student and Employee ID card Processing

   2.2.2.2.4.8 Auxiliary Services (Bookstore, Housing and Dining)

     2.2.2.2.4.8.1 Housing Management

     2.2.2.2.4.8.2 Point of Sales

     2.2.2.2.4.8.3 Inventory Management

     2.2.2.2.4.8.4 Web Presence e-commerce

     2.2.2.2.4.8.5 Book Adoption

   2.2.2.2.4.9 Development/Fundraising

Alumni Management

   2.2.2.2.5 **Analytics and Reporting**

   2.2.2.2.5.1 State and Federal Reporting

     2.2.2.2.5.1.1 Provide examples of reporting and analytics functionality specifically for;

       2.2.2.2.5.1.1.1 Texas Higher Education Coordinating Board, (CBM001, CBM004, CBM009)

       2.2.2.2.5.1.1.2 IPEDS,

       2.2.2.2.5.1.1.3 Financial Aid Database (FAD) Report

     2.2.2.2.5.1.2 Provide examples of reporting and analytics customization functionality to include but not limited to data field diagramming.

   2.2.2.2.5.2 Institutional Analytics

     2.2.2.2.5.2.1 Enrollment Funnel/Processing by Stage

$\qquad$ 2.2.2.2.5.2.2 Program Vitality/Departmental Cost
$\qquad$ Accounting
$\qquad$ 2.2.2.2.5.3 Data Integration Capabilities

2.3 Hosting Services

2.3.1 The Respondent shall provide hosting services for the pre-production (development) and production infrastructure required for the management and operation of the proposed ERP solution and other applications or tools included in the Respondent's response. The Respondent shall provide a platform with sufficient capacity to handle the Texas State Technical College's needs and maintain all agreed service levels during the term of the contract. The ERP software environments shall consist of the environments needed to support the respective delivery model.

2.3.2 All hosting services must adhere to the following standards and specifications:
  2.3.2.1 Provide for hosting through data center(s) that comply with, at a minimum, Tier Three (3) data center standards;
  2.3.2.2 Reside at data center(s) within the Continental US;
  2.3.2.3 Ensure data center personnel (including any third-party personnel with access) can pass Texas State Technical College (TSTC)-approved background checks;
  2.3.2.4 Include the installation, technical support, and secure access to the ERP software, third-party software, and all other development tools and software expected for the ERP project;
  2.3.2.5 Provide availability of and access to the required instances within the timelines identified in the approved ERP implementation work plan;
  2.3.2.6 Provide high availability and access to the required instances, with scheduled maintenance times approved by the Texas State Technical College;
  2.3.2.7 Support the scheduling of down-time in coordination with the Texas State Technical College to minimize the impact of down-time windows;
  2.3.2.8 Meet a response time standard of less than three (3) seconds for screen-to-screen for 95% of all transactions and less than one (1) second for field-to-field activity (tabbing between fields on a screen) for 95% of all transactions;
  2.3.2.9 Provide capacity management, which refers to the planning and control of all Texas State Technical College and support components (e.g., CPU, memory, disk space, tape, network bandwidth, electrical, HVAC) to ensure sufficient infrastructure resources to satisfy the Texas State Technical College and application requirements;
  2.3.2.10 Provide security for the software environments consistent with the Texas State Technical College security requirements;
  2.3.2.11 Provide security for confidential or sensitive data contained in the software environments by encrypting or scrubbing (i.e., change to a constant value, assign a sequential value, or blank) reasonable Texas State Technical College (TSTC)-identified sensitive data;
  2.3.2.12 Provide for failover of the ERP infrastructure for a failed component or server;
  2.3.2.13 Provide for failover of the ERP infrastructure in the case of disaster, with

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no more than the loss of one day of data;

2.3.2.14 Provide Texas State Technical College with monitoring tools, employed by the Respondent, and with results provided to the Texas State Technical College designee on a weekly basis; and

2.3.2.15 Provide source code access to any customized modules, extensions, components, and features that are not part of the base ERP software.

2.4   Security

2.4.1   **Accessibility Requirements**

2.4.1.1 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.

2.4.1.2 Describe your conformance testing process.

2.4.1.2.1   Have you ever worked with Accessibility as a functional requirement?

2.4.1.2.2   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/.

2.4.1.2.3   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?

2.4.2   **Security Requirements (Mandatory)**

2.4.2.1 The application must implement SSL site wide, including login pages, client pages, and administrative pages.

2.4.2.2 The application must include the ability to implement granular access controls for users, groups, and administrators. Access controls will be maintained by TSTC.

2.4.2.3 The application must have full logging and auditing capability for operations performed by the software.

2.4.2.4 In the event that the system will be a hosted solution, the proposer must provide evidence of relevant security controls/standards or independent audit. This may include internal policies, procedures, or third party audits or security reviews.

2.4.2.5 In the event that the system will be a hosted solution handling sensitive or regulatory information of employees, students, or other individuals, a Service Organization Controls 2 report (SOC2), ISO27001, or similar third party audit report will be required. Sensitive or regulatory protected information includes, but is not limited to:

2.4.2.5.1   Sensitive Personal Information (social security numbers, government issued identification numbers, driver's license number, banking account numbers)

2.4.2.5.2   Family Educational Rights Privacy Act (FERPA) protected data

2.4.2.5.3   Health Insurance Portability and Accountability Act (HIPAA) protected data

2.4.2.6 The proposer must disclose and provide appropriate documentation and assurance for all subcontractors handling TSTC data. A SOC2, ISO27001 report or similar will be required for subcontractors handling sensitive or regulatory protected information.

2.4.2.7 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.

2.4.2.8 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.

2.4.2.9 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.

2.4.2.10 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.

2.5 SERVICES SCOPE

This Services Scope section provides a high-level description of the services to be included in the proposal. These services will be addressed in detail in the agreements between the Texas State Technical College (TSTC) and the Respondent.

2.5.1 Project Management Services

2.5.1.1 The Respondent shall provide Project Management services involving discovery, planning, design, development, testing, deployment, from project start to project closing, so that all project processes, intermediate milestones, and final deliverables are completed according to preset specifications of time and quality. To this end, the Respondent will provide a general overview of the Project management methodology, and specific to ERP deployment that the Respondent deems essential elements for project success.

2.6 Pricing

2.6.1 Pricing information to be included in the response should include an itemized quote detailing:

2.6.1.1 Software license costs
    2.6.1.1.1 Criteria
        Vendor Product, Maintenance, & Support Pricing
    2.6.1.1.2 Describe your pricing model. For example, for traditional licensing models, this might include an initial fee, per seat fee, and maintenance fees and terms.
    2.6.1.1.3 List all modules and their list prices
    2.6.1.1.4 List all role based license types and their prices

2.6.1.1.5	Initial server fee pricing
2.6.1.1.6	Any fixed and floating licenses
2.6.1.1.7	List typical installation and configuration charges
2.6.1.1.8	Describe your suite bundling options versus stand-alone modules.
2.6.1.1.9	Do you extend terms and discounts negotiated to future purchases for a defined period of time?
2.6.1.1.10	Do you extend any discounts to educational organizations or GSA?
2.6.1.1.11	Describe additional costs for disaster recovery, staging or testing environments.
2.6.1.1.12	Describe any special licensing required for administrators.
2.6.1.1.13	Describe the costs for any APIs or integration engines to meet integration requirements listed in the functional requirements section.
2.6.1.1.14	Describe the cost per end-user for the ability to use self-service or knowledge base.
2.6.1.1.15	Do you offer subscription-based pricing (such as a SaaS or on-demand model)?
2.6.1.1.16	Describe your pricing structure for SaaS or on-demand models. For example, is the billing per user per month?
2.6.1.1.17	Describe the ability to move to and from SaaS and on-premises licensing.
2.6.1.1.18	Are published price lists publicly available on your website?
2.6.1.1.19	Are discounted price lists available on the site?
2.6.1.1.20	Describe your pricing for the most-basic maintenance package, and summarize the services, deliverables and terms included (for example, bug fixes, patches, service packs and associated services).
2.6.1.1.21	Do you price maintenance as a percentage of total discounted license purchases (as opposed to basing it on the list price)?
2.6.1.1.22	Do you offer caps on year-over-year increases in maintenance fees?
2.6.1.1.23	Do you provide for a source code escrow account that an organization can access in case a company is acquired or a product is discontinued?
2.6.1.1.24	What percentage of your customers are on maintenance contracts? Detail the average duration of these contracts and the average renewal rate.

2.6.1.2 Training, Services and Support costs

2.6.1.2.1	Describe your professional services during implementation (asset management, service-level management and service catalog); includes workshops, best practices and documentation.
2.6.1.2.2	Describe your administration training (describe options and provide costs).
2.6.1.2.3	Describe your seat holder training (describe options and

provide costs).

2.6.1.2.4   Describe any other miscellaneous costs to implement solution not already listed above to meet requirements.

2.6.1.2.5   Describe the available support options. Include a description of the support center, staffing levels, and escalation procedures.

2.6.1.2.6   Do you offer 24x7 technical support? If not, what are your support windows?

2.6.1.2.7   Describe your average turnaround times for support issues in your customer support organization over the past 12 months?

2.6.1.2.8   What is the average telephone wait time for support calls in your customer support organization over the past 12 months?

2.6.1.2.9   Describe the use of internet based support of the solution including knowledge bases and technician access (online chat)

2.6.1.2.10   Describe both online and in person Training options (e.g. on-demand CBT)

2.6.1.2.11   Are there training videos provided? What is the medium?

2.6.1.2.12   What is the Vendor's expectation for customer's technical resources to be able to support this? (e.g. Java Scripting)

2.6.1.2.13   Describe third party options or partners for professional services (installation, support, value-add, etc.)

2.6.1.3 **Installation and Implementation costs**

2.6.1.3.1   Describe how customization of your software affects product support/maintenance agreements

2.6.1.3.2   Describe the ability of the solution to carry forward, to new releases, the modifications and customizations created within the supported elements of the package and any cost associated with these new release.

2.6.1.3.3   Describe your recommendations standard schedule for new software version releases?

3.0 PROPOSAL FORMAT AND SUBMISSION CHECKLIST (HOW TO TURN IN BID)

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.

3.1 Proposal Cover Page: Attachment A, the Proposal Cover Page, should be the first page of your Proposal.

3.2 Execution of Offer

Attachment B, 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 submit a signed Execution of Offer **will result** automatic disqualification.

3.3 Table of Contents

A Table of Contents should be the third section of your Proposal. The Table of Contents shall give page numbers for each section of the Proposal. Number all pages of the Proposal sequentially using Arabic numerals (1, 2, 3, etc.).

3.4 Proposal Contents: Provide detailed proposal based on Section 2.2

3.5 Addenda Checklist (Remember to submit the following items, signed and dated if required)

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (Attachment D) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by TSTC, in its sole discretion.

	Name	Attachment	Notes
❑	Proposal Cover Page	A	
❑	Execution of Offer	B	Must be signed. Failure to include a signed Execution of Offer will result in automatic disqualification.
❑	Conflict of Interest Questionnaire	C	**Must be signed. If no conflicts exist, enter "None" and sign it**.
❑	HUB Subcontracting Plan	E	All proposals must include a HSP even if not subcontracting any of the work. Failure to include a HUB Subcontracting Plan will result in automatic disqualification. Link to obtain form is on Attachment E
❑	W9 Form	F	Link to obtain form is on Attachment F
❑	Equipment List	G	Link to obtain form is on Attachment G

4.0   References

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

5.0   PROPOSAL SELECTION CRITERIA

Respondent is encouraged to propose terms and conditions offering the maximum benefit to TSTC in terms of (1) services, (2) total overall cost, and (3) expertise. Respondents should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to TSTC.

The evaluation of Proposal and the selection of a respondent will be based on the information provided by Respondent in its Proposal. TSTC may consider additional information if TSTC deems such information relevant.

The criteria to be considered by TSTC in evaluating Proposal and selecting a Respondent will be those factors listed below.

Threshold Criteria Not Scored:

- **Ability of TSTC to comply with laws regarding Historically Underutilized Businesses; and**
- **Ability of TSTC to comply with laws regarding purchases from persons with disabilities.**

Scored Criteria:	Weight:
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%
Total	100%

ATTACHMENTS:

Attachment A – Proposal Cover Page
Attachment B – Execution of Offer
Attachment C – Conflict of Interest Questionnaire
Attachment D – No Bid Response (optional)
Attachment E – HUB Subcontracting Plan
Attachment F – W9 Form

Attachment A - Proposal Cover Page
TEXAS STATE TECHNICAL COLLEGE
(SaaS) Enterprise Resource Planning System
RFP No.: RFP-DG-001-18

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

Attachment B – Execution of Offer
TEXAS STATE TECHNICAL COLLEGE
(SaaS) Enterprise Resource Planning System
RFP No.: RFP-DG-001-18

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 MAY 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 TSTC's option, may result in termination of any resulting contract or purchase order.

Representations and Warranties. Respondent represents, warrants, certifies, acknowledges, and agrees as follows:

(1) **Respondent offers and agrees to furnish TSTC the products and/or services more particularly described in its Proposals, and to comply with all terms, conditions, requirements, and specifications set forth in this RFP and any resulting agreement.**

(2) **This RFP is a solicitation for proposals and is not a contract or an offer to contract. Submission of a proposal by Respondent in response to this RFP will not create a contract between TSTC and Respondent. TSTC has made no representation or warranty, written or oral, that one or more contracts with TSTC will be awarded under this RFP. Respondent will bear, as its sole risk and responsibility, any cost arising from Respondent's preparation of a response to this RFP.**

(3) **Respondent is a reputable company that is lawfully and regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP.**

(4) **Respondent has the necessary experience, knowledge, abilities, skills, and resources to perform the terms, conditions and requirements of the RFP.**

(5) **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.**

(6) **Respondent understands the requirements and specifications set forth in this RFP.**

(7) **Respondent will not delegate any of its duties or responsibilities under this RFP or the resulting agreement to any subcontractor, except as expressly provided in the resulting agreement.**

(8) All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. TSTC will rely on such statements, information and representations in selecting Contractor. If selected by TSTC, Respondent will notify TSTC immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

(9) Respondent agrees to defend, indemnify, and hold harmless the State of Texas and Texas State Technical College, all of its regents, officers, agents, and employees, from and against all actions, suits, demands, costs, damages, liabilities, and other claims of any nature, kind or description, including reasonable attorney's fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution of performance or any contract or agreement resulting from this RFP. Respondent agrees to protect TSTC from claims involving infringement of patents or copyrights.

(10) Pursuant to §2107.008 and §2252.903, Government Code, any payments owing to Respondent under the resulting agreement may be applied directly to any debt or delinquency that Respondent 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.

(11) Any terms, conditions, or documents attached to or referenced in Respondent's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on TSTC that are not set forth in this RFP. Submission of a proposal is Respondent's good faith intent to enter into an agreement with TSTC as specified in this RFP and that Proposer's intent is not contingent upon TSTC's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Respondent's proposal.

(12) Pursuant to Chapter 2270, Government Code, Respondent certifies Respondent (a) does not currently boycott Israel; and (b) will not boycott Israel during the term of the resulting agreement. Proposer acknowledges the agreement may be terminated and payment withheld if this certification is inaccurate.

(13) Pursuant to Subchapter F, Chapter 2252, Government Code, Respondent certifies Respondent is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Respondent acknowledges the resulting agreement may be terminated and payment withheld if this certification is inaccurate.

(14) Respondent has not given or offered to give, nor does Respondent intend 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 its Proposal.

(15) Respondent is not currently delinquent in the payment of any taxes due under Chapter 171, Texas Tax Code, or Respondent is exempt from the payment of such taxes, or Respondent is an out-of-state entity that is not subject to those taxes, whichever is applicable.

(16) **The individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any resulting agreements.**

(17) **Under Section 231.006, Texas Family Code, relating to child support, the individual or business entity named in Respondent's proposal is not ineligible to receive award of the agreement, and agreements resulting from this RFP may be terminated if this certification is inaccurate.**

(18) **Relationship Certifications. All disclosures by Respondent in connection with this certification will be subject to administrative review and approval before TSTC enters into any agreement resulting from this RFP with Respondent.**

● **No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Respondent that is a sole proprietorship, the officers or directors of any Respondent that is a corporation, the partners of any Respondent that is a partnership, the joint ventures of any Respondent that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of TSTC, on the other hand, other than the relationships which have been previously disclosed to TSTC in writing.**
● **Respondent has not been an employee of Texas State Technical College within the immediate twelve (12) months prior to the submittal deadline for this RFP.**
● **No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Respondent's proposal or any contract resulting from this RFP (ref. §669.003, Government Code).**

(19) **Respondent nor the firm, corporation, partnership or owner represented by the Respondent, nor anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State of Texas, codified in Section 15.01, et. seq., Texas Business and Commerce Code, 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.**

(20) **Respondent is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.**

(21) **Conflict of Interest Certifications:**
● **Respondent is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.**
● **Respondent's provision of services or other performance under any agreement resulting from this RFP will not constitute an actual or potential conflict of interest.**
● **Respondent has disclosed any personnel who are related to any current or former employees of TSTC.**
● **Proposer has not given, nor does Respondent intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of TSTC in connection with this RFP.**
● **No compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004, Texas Government Code).**

- **No member of the Board of Regents of Texas State Technical College, or the Executive Officers of Texas State Technical College, has a financial interest, directly or indirectly, in the transaction that is the subject of the resulting agreement.**

(22) **All products and services offered by Respondent to TSTC 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 the Texas Hazard Communication Act (Chapter 502, Health and Safety Code, and all related regulations in effect or proposed as of the date of this RFP.**

(23) **Respondent will and has disclosed, as part of its proposal, any exceptions to the information stated in this Execution of Offer. All information will be subject to administrative review and approval prior to the time TSTC makes an award or enters into any agreement with Respondent.**

(24) **Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification. If Respondent will sell or lease computer equipment to TSTC under any agreement resulting from this RFP then, pursuant to §361.965(c), Health & Safety Code, Respondent is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, Health & Safety Code, and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in 30 TAC Chapter 328. §361.952(2), Health & Safety Code, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.**

(25) **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.**

(26) Electronic Information Resources and Protection of Confidential Data Certifications:

- **Access by Individuals with Disabilities. To the extent that Title 1, Part 10, Rules 213.30 and 213.36, Texas Administrative Code is applicable, Respondent represents and warrants ("EIR Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to TSTC under the resulting agreement (collectively, "EIRs") will 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 Respondent becomes aware that the EIRs, or any portion thereof, do not satisfy the EIR Warranty, then Respondent 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 Respondent 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 the agreement and Respondent 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.**

- **FERPA Protection of Confidential Data. If applicable, Respondent 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 TSTC, as well as any data provided by TSTC's students to the Respondent. Respondent acknowledges that the resulting agreement allows the Respondent access to CDI. Respondent agrees to hold CDI in strict confidence. Respondent shall not use or disclose CDI received from or on behalf of TSTC (or its students) except as permitted or required by the agreement, as required by law, or as otherwise authorized in writing by TSTC. Respondent 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, Respondent shall return all CDI to TSTC or, if return is not feasible, destroy any and all CDI. Respondent shall, within one day of discovery, report to TSTC any use or disclosure of CDI not authorized by the agreement or in writing by TSTC. Respondent'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 Respondent has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Respondent has taken or shall take to prevent future similar unauthorized use or disclosure. Respondent shall provide such other information, including a written report, as reasonably requested by TSTC.**

- **Protected Data Security.** To the extent that 34 Code of Federal Regulations § 99.33(a)(2) is applicable, Respondent 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 Respondent from TSTC under the resulting agreement, including (I) records and data provided electronically, on paper, or via online access or e-mail, (2) records and data that Respondent has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data incorporated in any manner into Respondent's records, files or data compilations. Respondent shall protect the confidentiality of TSTC Information and comply with all statutory, regulatory and agreement requirements. Respondent's protection of the confidentiality of TSTC Information will survive the termination of the resulting agreement. Respondent 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 Respondent's compliance with the agreement. Respondent shall be responsible and liable for any damages resulting from a breach by Respondent including damages and losses of third parties. Respondent shall reimburse TSTC for any costs incurred by TSTC in reimbursing third parties damaged by Respondent's breach and costs incurred in attempts by TSTC to limit third party losses resulting from Respondent's breach. Respondent 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, subcontractors or agents of Respondent, whether or not the individual was an authorized User under the resulting agreement.

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.

Price Submission: Please reference section 2.6

Multiple Awards: One Respondent will be selected based the best value option for the College.

ACKNOWLEDGEMENT OF ADDENDA

Respondent acknowledges receipt of the following addenda to the captioned RFP (initial if applicable):
Failure to properly acknowledge addenda may result in disqualification.

Addendum #_____ Issued _____ Initials:_____
Addendum #_____ Issued _____ Initials:_____
Addendum #_____ Issued _____ Initials:_____

Name	Signature Required
❑ Pursuant to the provisions of Chapter 2270 of the Texas Government Code, Contractor verifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement.	
❑ Pursuant to the provisions of Chapter 2252 of the Texas Government Code, Contractor verifies that it is not identified on a list prepared and maintained under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code.	

Respectfully Submitted,

_____   _____
(Respondent's Name)   **(Title)**

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

_____   _____
(Street Address)   **(City, State, Zip Code)**

_____
(Telephone Number)

_____   _____
(Authorized Signature)   **(Date)**

6.2 – Terms and Conditions

TEXAS STATE TECHNICAL COLLEGE
(SaaS) Enterprise Resource Planning System
RFP No.: RFP-DG-001-18

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 in 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
(SaaS) Enterprise Resource Planning System
RFP DG-001-19

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

	OFFICE USE ONLY
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	Date Received

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).

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.

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.

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(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.)

3 Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

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.

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?

☐ Yes   ☐ No

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?

☐ Yes   ☐ No

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?

☐ Yes   ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____   _____
Signature of person doing business with the governmental entity   Date

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Attachment D – No Bid Response (Optional)
TEXAS STATE TECHNICAL COLLEGE
(SaaS) Enterprise Resource Planning System
RFP No.: RFP-DG-001-19

If your firm is unable to submit a proposal at this time, complete this form and return it to:

Texas State Technical College
Administration/Industrial Technology Building I, Room 111C
Financial Services
1902 North Loop 499
Harlingen, Texas 78550
danny.delagarza@tstc.edu

by the date/time for submission of this solicitation.

I/WE DID NOT SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:
(Please place an X by all the reasons that apply)

1. ___ Do not supply the requested product/service.

2. ___ Quantities offered or scope of job is TOO SMALL to be supplied by my company.

3. ___ Qualities offered or scope of job is TOO LARGE to be supplied by my company.

4. ___ Specifications are "too constrictive" or appear to be written around a proprietary product.

5. ___ Time frame for responding was too short. (Please elaborate on your primary reason for this judgment.)

6. ___ Other reasons: _____

_____

_____

BY: _____
 Respondent Signature   Date

 _____
 Printed Name & Title   Phone No.

 _____
 Company Name   Fax No.

Attachment E - HUB Subcontracting Plan
(MUST BE SUBMITTED FOR PROPOSAL TO BE ACCEPTED)

https://comptroller.texas.gov/purchasing/docs/hub-forms/hsp-allfms.pdf

Attachment F - W9 Form

https://www.irs.gov/pub/irs-pdf/fw9.pdf