



REQUEST FOR PROPOSAL  
FOR  
**TSTC - POTENTIAL STUDENT TRACKING SOFTWARE**

TEXAS STATE TECHNICAL COLLEGE  
RFP No.: RFP-16-EW-006

SUBMITTAL DUE DATE:  
August 12, 2016 at 2:00 p.m.

Prepared By:  
Elise Wells, CTP  
Senior Buyer for Procurement  
Texas State Technical College  
3801 Campus Drive  
Waco, TX 76705  
Phone: 254-867-3753  
[elise.wells@tstc.edu](mailto:elise.wells@tstc.edu)

## Table of Contents

1.0	GENERAL INFORMATION .....	4
1.2	Description of TSTC.....	4
1.3	Purpose of the Request for Proposals .....	4
1.4	Submission of Proposal.....	4
1.5	Questions .....	5
1.6	Key Events Schedule .....	5
1.7	Proposal Evaluation Process .....	5
1.8	Historically Underutilized Businesses Submittal Requirements .....	6
1.9	Subcontracting Approval.....	6
1.10	Bidding Requirements.....	6
1.11	No Reimbursement for Costs.....	7
1.12	Taxes .....	7
1.13	Reservation of Rights .....	7
1.14	Texas Public Information Act .....	7
1.15	Equal Opportunity.....	7
1.16	Accuracy of Information .....	7
1.17	Contract Award .....	7
1.18	Compliance with Laws .....	8
1.19	Termination for Convenience .....	8
1.20	Termination for Default .....	8
1.21	Assignment.....	8
1.22	Ethics Conduct.....	8
1.23	Drug Policy .....	8
1.24	Invoices .....	8
1.25	Confidential Information.....	9
1.26	Governing Law .....	9
1.27	Group Purchasing Authority .....	9
2.0	SCOPE OF SERVICES .....	10
2.1	Overview .....	10
2.2	Scope of Work.....	10
2.3	Features and Requirements.....	10
2.4	Security Requirements.....	12
2.5	Infrastructure Requirements .....	12
2.6	System Implementation.....	13

2.7	Contract Administration .....	13
2.8	Change or Addition to Scope of Services .....	13
3.0	PROPOSAL FORMAT .....	13
3.1	Proposal Cover Page .....	13
3.2	Execution of Offer .....	14
3.3	Table of Contents.....	14
3.4	Proposal Contents.....	14
3.5	Attachments.....	14
3.6	HUB Subcontracting Plan .....	14
4.0	PROPOSAL SELECTION CRITERIA .....	15
5.0	ATTACHMENTS:.....	16
	Attachment A – Proposal Cover Page .....	16
	Attachment B – Execution of Offer.....	16
	Attachment C – Respondent’s Affirmation.....	16
	Attachment D – Conflict of Interest Questionnaire.....	16
	Attachment E – HUB Subcontracting Plan .....	16

## 1.0 GENERAL INFORMATION

### 1.2 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.

### 1.3 Purpose of the Request for Proposals

TSTC is requesting proposals for **student recruitment and enrollment management analytics software application** to assist in finding, engaging, enrolling, and tracking students.

This Scope of Services specifies the minimum requirements for the Contractor to provide a student recruitment and enrollment management analytics software application to assist in finding, engaging, enrolling, and tracking students.

It must have the ability to automate communication process to prospective students by text messaging, emails, postcards, etc. Analytical reporting that may be customized for different aspects of the funnel process. This type of reporting will assist in student recruitment being better directed and utilized.

### 1.4 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 and HUB Subcontracting Plans (HSP) until August 12, 2016 at 2:00 p.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:

Elise Wells, CTP  
Texas State Technical College

103 10<sup>th</sup> St.  
Patterson Hall – Procurement Services  
Waco, TX 76705

**Submit one (1) original and one (1) identical electronic copy of the Proposal and all of its contents. 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.

### **1.5 Questions**

All questions regarding this RFP must be submitted in writing to Elise Wells, Senior Buyer - Procurement Services at [elise.wells@tstc.edu](mailto:elise.wells@tstc.edu) no later than **August 4, 2016 at 11:00 a.m.** 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.

### **1.6 Key Events Schedule**

Issuance of RFP	Thursday, July 28, 2016
Deadline for Submittal of Questions	Thursday, August 4, 2016, 11:00 a.m.
Submittal and HUB Deadline	<b>Wednesday, August 12, 2016, 2:00 p.m.</b>
Shortlist Selection and Interviews & Product Demo (tentative)	Mon., Aug. 15 – Fri., Aug., 19, 2016
Award (tentative)	Wednesday, August 24, 2016

### **1.7 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. TSTC will select a shortlist of respondents to participate in the interview and product demo process, which may be conducted in person or through the use of technology.

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.

## **1.8 Historically Underutilized Businesses Submittal Requirements**

It is the policy of TSTC to promote full and equal opportunities for the contracting and subcontracting of Historically Underutilized Businesses (HUB) in accordance with *Texas Government Code*, Chapter 2161. This Chapter applies to all contracts for the purchase of goods and/or services with an expected value of \$100,000 or more.

A HUB Subcontracting Plan Form (Included as Separate Attachment) must be filled out and returned with the Proposal to be considered responsive. **If the Proposal does not include a HUB Subcontracting Plan, it shall be rejected as a material failure to comply with advertised specifications.**

Search the State of Texas HUB Database for HUB vendors by the NIGP class and item at: <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>

Additional minority and women owned business association resources are available for subcontracting notices at: <http://comptroller.texas.gov/procurement/prog/hub/mwb-links-1/>

Additional information and training regarding how to complete a HUB Sub-Contracting Plan can be found on the CPA Website at the following link: <http://comptroller.texas.gov/procurement/prog/hub/hub-subcontracting-plan/>

## **1.9 Subcontracting Approval**

The Respondent shall perform the Contract 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 Contractor for the performance of the work, Contractor shall require the Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to Contractor by the terms of the contract between Contractor and TSTC and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the contract between Contractor 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.

## **1.10 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.

#### **1.11 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.

#### **1.12 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.

#### **1.13 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 resolicit 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.

#### **1.14 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.

#### **1.15 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.

#### **1.16 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.

#### **1.17 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.

### **1.18 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.

### **1.19 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.

### **1.20 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.

### **1.21 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.

### **1.22 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.

### **1.23 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.

### **1.24 Invoices**

Original invoices must be submitted monthly in connection with all payments. 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.

Invoices should be received no later than the (15) fifteenth day of every month. 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 contractor.

Invoices shall be submitted by mail to:  
Texas State Technical College  
Procurement Services  
3801 Campus Drive  
Waco, Texas 76705

### **1.25 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.

### **1.26 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.

### **1.27 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. In particular, Proposer should note that Texas State Technical College is comprised of several campuses across the state of Texas described at <http://www.tstc.edu/about/welcome>. TSTC may routinely evaluate whether a contract resulting from a procurement conducted by one of the campuses might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

## **2.0 SCOPE OF SERVICES**

### **2.1 Overview**

This Scope of Services specifies the minimum requirements for the Contractor to provide a student recruitment and enrollment management analytics software application to assist in finding, engaging, enrolling, and tracking students. Any additions to or differences from the minimum requirements for the Scope of Services requested shall be clearly identified in the Proposal response.

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.

### **2.2 Scope of Work**

TSTC is requesting proposals providing an enterprise customer relationship management (CRM) solution that is scalable, powerful, and mobile. Solution should have a detailed reporting and customizable analytics with data-driven insights about individual and team performance.

### **2.3 Features and Requirements**

1. Ability to create prospect inquiry forms based on the various marketing campaigns
  - a) Ability to track the event where the prospect information was gathered
  - b) Provide modern conveniences for attendees to self-enroll
    - i) Text to register into the event
    - ii) QR Code scan to register.
    - iii) Other. Please specify all methods for an attendee to submit basic information like Name, Address, Phone Number, area of interest etc.
2. Customizable rule template for prospect management based on assignment or territory rules.
  - a) Ability to assign prospect or user by territory to identify colleagues, collaborators and key resources, based on campaigns.
  - b) Ability to apply different user access roles based on territory
  - c) Individual territory rules based on hierarchy
  - d) Be able to model rule assignment and permissions based on hierarchies, assignment, or territory..
  - e) Ability to assign geographical territories based on recruiter.
3. Automated assignment to recruiter based rule criteria.
  - a) Role based visibility reports
4. Customizable role-based dashboards, scorecards, reports, and analytics
  - a) Ability to drill down into data or customize dashboards, ad hoc analysis, and reports.
  - b) Way to measure the marketing/enrollment campaign success by tracking expenditures, man hours, etc. assigned to the various marketing/enrollment campaign
  - c) Financial aid analytics and reports
  - d) Summary and detailed reports (Admissions)
  - e) Demographic reporting with varied sorting ability.
  - f) Sales funnel per recruiter and per marketing campaigns

- g) Analyze outcomes by academic ranking, need, region, gender, ethnicity, and academic program
- h) At-a-glance reporting by recruiter, region, and campaign
- 5. Customizable workflows to allow for a complete picture of prospective students as they progress through the recruiting and admission lifecycle
  - a) Would like to have a prospective student “self-serve” type of function to allow the student to login and see where they are in the application/acceptance process
- 6. The “self-serve” credentials would be replaced with their respective TSTC credential once the student applies to TSTC. Please specify the method to be used to convert the “self serve” credential with the TSTC Secure Lightweight Directory Access Protocol (LDAPS) system.
  - a) Integrate with Ellucian Colleague Unidata, Student Information System (SIS)
    - i) Individual Identifier to track students (primary key)
    - ii) Identify the status of the student within the SIS in regards to financial aid, TSI, Advising, etc.
  - b) CMS lead card application
    - i) Ability import lead information into the system via Standard based format (.csv, tab delimited, etc.). Please specify
- 7. A student dashboard
  - a) A snapshot view of the prospects process
  - b) A visual representation of missing information, files, etc.
  - c) Ability to upload missing documents (pdf, jpegs, word, etc)
    - i) Please specify the type of files that could be uploaded
    - ii) Specify if any file size restrictions apply.
  - d) Provide/enter missing information directly into the system
  - e) Ability to embed 3rd party applications within the application to facilitate entering missing or updating relevant information. Ie. Colleague Self Service Financial Aid, Colleague Student Planning, etc.
    - i) The interface would need to support single sign on capabilities.
- 8. Ability to create and track automated communication, including email and texting to cell phones.
  - a) Ability to automate and produce communications, on demand, from any event or campaign, via printed letters and labels, to text messages or email
  - b) Import and export capabilities
- 9. Data import from our website
  - a) Need an Automated System that would properly funnel certain/particular student information back to the location specific recruiter
- 10. An intuitive user interface which requires minimal training, if any. Please specify the amount of training required to be able to use the various features.
- 11. Mobile application functionality should include the ability to view scheduled events, easily access and update prospect data, log calls, create and update opportunities, access to real-time prospect dashboards, comprehensive search for files and prospect information.
  - a) Real time Instant access to all student data
  - b) Mobile user friendly or provide a smartphone app. Please list compatible browsers and/or devices.

- c) Mobility requirement from the point of a student being able to supply/provide their prospect information from various mobile devices.
- d) Please specify the mobile compatible devices which are supported.

## 2.4 Security Requirements

1. Allow TSTC designated staff to access the proposers system electronically via a tiered permissions system with local access controlled and granted by TSTC. LDAPS or Active Directory access preferred. Please specify if your application can accommodate this requirement.
2. In the event that the system will be a hosted solution, the proposer must provide evidence of relevant security controls/standards and independent audit. Relevant security controls/standards would be as outlined on a Statement of Standards for Attestation Engagements No. 16 (SSAE-16). Please submit a copy of proposers SSAE-16 report or the proposer's independent audit report of a similar nature.
  - a. In the event that the system will be a hosted solution, the proposer must provide evidence of relevant security controls/standards and independent audit. If the proposer will be handling regulatory protected information e.g. FERPA, HIPAA, a 3rd party Service Organization Controls 2 (SOC 2) report or similar will be required. More information regarding a SOC 2 report can be found at <https://www.aicpa.org/InterestAreas/FRC/AssuranceAdvisoryServices/Pages/ServiceOrganization%27sManagement.aspx>
  - b. If the proposer will be handling credit card data, the proposer will need to provide Payment Card Industry assurance. TSTC uses <https://www.pcisecuritystandards.org> to verify certification of PCI compliance and will require a 3rd party assurance of PCI compliance. Please submit a 3rd party certification of PCI compliance. If your certification is not from the aforementioned website, please submit relevant information where we may validate the certification
3. TSTC retains sole ownership and remains the custodian of all institutional records stored in proposers system. Proposer will not access these records without TSTC's written consent. The need for accessing records must be identified on the request.

## 2.5 Infrastructure Requirements

1. 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.
  - a. Proposer agrees to notify TSTC of any unscheduled maintenance within "24" hours of the emergency maintenance being applied.
  - b. The URL used to access the proposer's Internet ordering application should be customizable to a TSTC Internet domain.
  - c. Proposer will provide encrypted data backup, restore and disaster recovery capabilities. Please explain how this is achieved.
  - d. Proposer will provide a calendar of any scheduled maintenance or updates with an estimate of time to completion.

2. Proposer agrees to perform applicable troubleshooting of errors for no additional charge.
3. Proposer will provide direct electronic mail, telephone, and online technical support for individuals specified by TSTC.
4. Additionally, a 24 hour, 7-day a week telephone number will be available for problem reporting.
5. Provide any applicable cost or fees associated with restore or disaster recovery services.
6. For locally hosted applications, please provide the hardware specifications needed to support application:
  - a. Provide the amount of required storage for an institution of our size
  - b. Provide the necessary server configuration or configurations that may be used by your application. Include OS, RAM, CPU's, etc. and whether a virtual environment is acceptable or a physical environment is required.
7. Allow TSTC Communication & Creative Services department the ability to conform website to TSTC branding standards.
8. Provide integration with other College information systems.
9. A Hosted solution is preferred.

## **2.6 System Implementation**

1. Data Migration – Customer agrees to provide any required base data in a common file format for the use of importing data.
2. Provide a list of acceptable data formats that the application uses for the purpose of importing data.
3. 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.
4. Training – Proposer will provide administrative and user training for the proposed solution.

## **2.7 Contract Administration**

Jeff Kilgore will be the Contract Manager for this project.

## **2.8 Change or Addition to Scope of Services**

TSTC, without invalidating the contract, may make changes by altering, adding to, or deduction from the Scope of Services at any time during the term of the contract in order to meet current TSTC needs. The Contract pricing shall be adjusted accordingly, upon mutual agreement between TSTC and Contractor.

Should TSTC request additional services during the term of the Contract, an agreement to provide these services at the same price as quoted will be understood as included in the Respondent's submission.

## **3.0 PROPOSAL FORMAT**

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**

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

### **3.2 Execution of Offer**

The Execution of Offer Page, Attachment B, 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 in automatic disqualification.** Pricing shall be all inclusive, unless indicated otherwise on a separate pricing sheet.

### **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**

The Proposal Contents should follow the Table of Contents. Describe the ability of the proposed software in regards to the following:

- Ability to integrate with Colleague
- Ability to project and track goals and timelines within the software
- Ability to Integrate Student Recruitment and Student Development processes
- Ability to create and track automatic communications
- Ability to demonstrate data security controls of the software
- Specify software hosting or hardware requirements.
- Ability to meet desired implementation date of November 1, 2016

Note: Qualified proposals are subject to interviews/product demos with Texas State Technical College personnel prior to award of contract.

### **3.5 Attachments**

The following documents should be included as attachments:

- References – Include a minimum of three (3) references from clients for whom similar services were performed or products were provided. Include project description, contact names, position, and company name and telephone number for each reference listed.
- Respondent's Affirmation (Attachment C) must be signed by a person authorized to sign for Respondent
- Conflict of Interest Questionnaire (Attachment D) – if no conflicts exist enter "None" and sign it.

### **3.6 HUB Subcontracting Plan**

In accordance with Section 1.8, a HUB Subcontracting Plan Form must be completed and returned with the Proposal to be considered responsive. The HUB Subcontracting Plan must be submitted in a separate envelope and must be clearly marked "HUB Subcontracting Plan for RFP-16-MH-001". **If the Proposal does not include a HUB Subcontracting Plan, it will be rejected as a material failure to comply with advertised specifications.**

#### 4.0 PROPOSAL SELECTION CRITERIA

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

An evaluation team from TSTC will evaluate the Proposal. The evaluation of Proposal and the selection of a respondent will be based on the information provided by Respondent in its Proposal. TSTC may give consideration to additional information if TSTC deems such information relevant.

The criteria to be considered by TSTC in evaluating Proposal and selecting a Contractor 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.

<b>Scored Criteria:</b>	<b>Points:</b>
Price	25
Ability to integrate with Colleague	15
Ability to project and track goals and timelines within the software	10
Ability to Integrate Student Recruitment and Student Development processes	15
Ability to create and track automatic communications	15
Ability to demonstrate data security controls of the software	5
Software hosting or hardware requirements	5
Ability to meet desired implementation date of November 1, 2016	10
<b>Total Points</b>	<b>100</b>

## **5.0 ATTACHMENTS:**

Attachment A – Proposal Cover Page

Attachment B – Execution of Offer

Attachment C – Respondent’s Affirmation

Attachment D – Conflict of Interest Questionnaire

Attachment E – HUB Subcontracting Plan

Attachment F – Data Terms and Conditions Addenda Acknowledgement



**Attachment A - Proposal Cover Page**  
**Texas State Technical College**  
**POTENTIAL STUDENT TRACKING SOFTWARE**  
RFP No.: RFP-16-EW-006

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? \_\_\_\_\_

\_\_\_\_\_

**Attachment B – Execution of Offer**  
**Texas State Technical College**  
**POTENTIAL STUDENT TRACKING SOFTWARE**  
RFP No.: RFP-16-EW-006

**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 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;

**Attachment B – Execution of Offer – Continued**  
TEXAS STATE TECHNICAL COLLEGE  
POTENTIAL STUDENT TRACKING SOFTWARE  
RFP No.: RFP-16-EW-006

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.

**Attachment B – Execution of Offer – Continued**  
**Texas State Technical College**  
**POTENTIAL STUDENT TRACKING SOFTWARE**  
RFP No.: RFP-16-EW-006

- 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.

**Attachment B – 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:

Potential Student Tracking Software  
RFP No.: RFP-16-EW-006

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:

<b>LINE DESCRIPTION</b>	<b>PRICE</b>
Potential Student Tracking Software	\$ _____

**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: _____

**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)

**Attachment C – Terms and Conditions**  
**Texas State Technical College**  
**POTENTIAL STUDENT TRACKING SOFTWARE**  
RFP No.: RFP-16-EW-006

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 should be submitted on this form. 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. Any legal actions must be filed in Cameron County, Texas.

#### **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;
- related to the above, how close are the proposer's sub-consultants to the site, and are there firm principals at the local sub-consultants' offices, and how much of the design work will be done at the local sub-consultants' offices;
- 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;
- and 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.



**Submitted and Certified By:**

_____	_____	
<i>(Respondent's Name)</i>	<i>(Title)</i>	
_____		
<i>(Street Address)</i>	<i>(City, State, Zip Code)</i>	<i>(Telephone Number)</i>
_____		_____
<i>(Authorized Signature)</i>	<i>(Date)</i>	

**Attachment D - Conflict of Interest Questionnaire  
 TEXAS STATE TECHNICAL COLLEGE  
 POTENTIAL STUDENT TRACKING SOFTWARE  
 RFP No.: RFP-16-EW-006**

<p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b></p> <p>For vendor or other person doing business with local governmental entity</p>	<p><b>FORM CIQ</b></p>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. 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>	<p><b>OFFICE USE ONLY</b></p>
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p>	<p>Date Received</p>
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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>	
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; 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> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <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> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <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> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p><b>4</b></p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="right">_____</p> <p align="right">Date</p>	

**Attachment E – Data Terms and Conditions Addenda Acknowledgement**  
**TEXAS STATE TECHNICAL COLLEGE**  
**POTENTIAL STUDENT TRACKING SOFTWARE**  
**RFP No.: RFP-16-EW-006**

**Addendum to the \_\_\_\_\_ Agreement**

The following terms and conditions are incorporated into and form a part of the \_\_\_\_\_ (the “Agreement”) to which they are attached for all purposes. “Service Provider” means \_\_\_\_\_ and “TSTC” means Texas State Technical College, an institution of higher education and an agency of the State of Texas.

**SECTION 1 – FERPA Protected Data Security**

1.1 Definition: 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 Service

1.2 Acknowledgment of Access to CDI: Service Provider acknowledges that the Agreement allows the Service Provider access to CDI.

1.3 Protection of CDI: Service Provider agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2) ) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the TSTC may use the information, but only for the purposes for which the disclosure was made.

1.4 Prohibition on Unauthorized Use or Disclosure of CDI: Service Provider agrees to hold CDI in strict confidence. Service Provider 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. 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 TSTC or, if return is not feasible, destroy any and all CDI.

1.5 Maintenance of the Security of Electronic Information: Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of TSTC or its students. These measures will be extended by contract to all subcontractors used by Service Provider.

1.6 Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: Service Provider shall, within one day of discovery, report to TSTC any use or disclosure of CDI not authorized by this agreement or in writing by TSTC. 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 TSTC.

## **SECTION 2 – Protection of TSTC Confidential Information**

2.1 "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.

2.2 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.

## **SECTION 3 - Records and Audit**

3.1 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.

## **SECTION 4 - Breach of Agreement, Default, and Remedies**

4.1 If any Service Provider employee or agent of Service Provider fails to comply with any provision of this Agreement, TSTC may suspend services to Service Provider until TSTC is satisfied that corrective action has been taken to assure there will be no future breach.

4.2 In the absence of prompt and satisfactory corrective action to cure default and assure future compliance with Agreement requirements, TSTC shall terminate this Agreement immediately and Service Provider shall surrender to TSTC all records relevant to this Agreement.

4.3 Termination of this Agreement under Section 3.2 of these Terms and Conditions will not limit TSTC from pursuing penalties under state and federal law for the unauthorized disclosure of TSTC Information.

4.4 TSTC may undertake any other action under this Agreement or under any law of this State or of the United States, to enforce this Agreement and to secure satisfactory corrective action and return of TSTC

4.5 TSTC may take other remedial actions permitted under state or federal law to enforce this Agreement including seeking damages, penalties, and restitution for all costs incurred by TSTC in enforcing this Agreement and responding to Service Provider's breach.

**SECTION 5 - Miscellaneous**

5.1 For purposes of the Public Information Act, Texas Government Code, Chapter 552. Service Provider shall not release any TSTC Information in response to a request made under the Public Information Act or any other law, regulation, or ordinance addressing public access to government records.

5.2 Service Provider shall notify TSTC within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TSTC

5.3 This Agreement is made in and performed in the State of Texas, and shall be construed, interpreted, and applied in accordance with the laws of the State of Texas, excluding its choice of law rules. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Travis County, Texas. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY TSTC.

5.4 TSTC's failure to enforce any provision of this Agreement does not constitute a waiver of that provision or any other.

5.5 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.

5.6 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.

5.7 If any provision of this Agreement is held to be unenforceable by a court, this Agreement will be construed as if such provision did not exist and the unenforceability of such provision will not render any other provisions of this Agreement unenforceable.

5.8 The subject headings used in this Agreement are for convenience only and are not intended to expand

Duly authorized representatives of the parties have executed and delivered this Agreement to be effective as of the Effective Date.

**TSTC**  
Texas State Technical College

Service Provider  
\_\_\_\_\_

By: \_\_\_\_\_  
Ricardo Herrera  
Vice Chancellor, Chief Technology Officer

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

