REQUEST FOR PROPOSAL
FOR

STATEWIDE UNIFIED COMMUNICATIONS SYSTEM
FOR
TEXAS STATE TECHNICAL COLLEGE

RFP No.: RFP-17-PS-001

SUBMITTAL DUE DATE:
September 23, 2016 at 2:00 p.m.

Prepared By:
Patricia G. Saldivar
Director of Strategic Sourcing – CTPM
Texas State Technical College
1902 N. Loop 499
Harlingen, Texas 78550
Phone: 956-364-4554
patricia.saldivar@tstc.edu

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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 soliciting vendors to provide proposals for replacement of our legacy PBX telephony infrastructure with a unified communications solution. This solution includes replacement of phone system equipment at our Waco, Harlingen, Brownwood, Breckenridge, Abilene, Sweetwater, and Marshall campus locations and integration of our new site at Ft. Bend county into the solution. Respondents will provide solutions based on the customer's detailed technical requirements as defined in the project scope.

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 Plan (HSP) until September 23, 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:

Patricia G. Saldivar, CTPM
Texas State Technical College
Building I
Financial Services
1902 North Loop 499
Harlingen, Texas 78550

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.

1.5   Questions

All questions regarding this RFP must be submitted in writing to Patricia G. Saldivar, Director of Strategic Sourcing - Procurement and Travel Services at patricia.saldivar@tstc.edu no later than **September 2, 2016 at 10:00 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	Wednesday, August 24, 2016
Deadline for Submittal of Questions	Friday, September 2, 2016, 10:00 a.m.
Submittal and HUB Deadline	Friday, September 23, 2016, 2:00 p.m.
Proposal Opening	Friday, September 23, 2016, 2:30 p.m.
Evaluation and Selection (tentative)	TBA
Award/Issuance of Purchase Order (tentative)	TBA

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. The top three or fewer ranked respondents may be selected by the Owner to participate in the interview process. The interviews 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/tpasscmblsearch/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 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.

1.14 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, Initial Term, and Renewal Options

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 Contract will be the deciding factor of execution and expiration. The Owner shall have the exclusive option to renew this contract for up to three additional years provided funds have been appropriated for the continuation of services. The Contractor must be agreeable to renewal under the conditions of this document. All contract renewals or extensions may be subject to approval by

authorized personnel of TSTC. Contract renewals or extensions may be made ONLY by written agreement between the College and the Proposer and are subject to approval by authorized personnel of TSTC.

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.

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.

2.0 SCOPE OF SERVICES

2.1 Overview

Texas State Technical College (TSTC) is soliciting vendors to provide proposals for replacement of our legacy PBX telephony infrastructure with a unified communications solution. This solution includes replacement of phone system equipment at our Waco, Harlingen, Brownwood, Breckenridge, Abilene, Sweetwater, and Marshall and integration of our new site at Ft. Bend county into the solution.

Respondents will provide solutions based on the customer's detailed technical requirements as defined in the project scope.

- The solution will document all of the necessary components pertaining to the new system including the following:
    - Hardware
    - Software
    - Design, Implementation, and Testing
    - Project Management
    - Training
- The respondent will create a detailed Scope of Work documenting the work to be performed.
- The respondent should assume a turn-key solution excluding requirements where TSTC will perform some function or task.
- TSTC will provide input as required for configuration parameters and may be able to provide a limited amount of additional assistance at each site to include placement of desk phones.
- Respondent shall note any other tasks where it is desirable to have TSTC's direct assistance.
- Detailed quotes will be provided for all of the required hardware, software and services.

Any additions to or differences from the minimum requirements for the scope of services requested shall be clearly identified in the Proposal response.

2.2 Scope of Work

TSTC has identified the following requirements for replacement of their PBX telephony infrastructure. Respondents must provide a project approach with solutions for all areas including any recommendations documenting the benefits of their project. The project approach must incorporate the following methodologies within their proposed solutions.

The following specifications should be addressed in each respondent's proposal:

- Understand TSTC relevant business requirements and technical environment related to telephony by reviewing the current customer environment.

- Develop the proposal by understanding the existing and future operational processes as well as leveraging knowledge of the main industry.

- Provide a solution with the appropriate level of redundancy, fault tolerance and scalability required for a production infrastructure to match TSTC's expectations.

- Respondents must respond to each requirement, describe their capabilities, and whether it can or cannot be met.

- Include a 3-year and 5-year total cost of ownership (TCO) based strictly on what TSTC is receiving as part of the RFP.

- Re-cabling and upgrades of network hardware are outside of this scope however the respondent is free to make suggestions in relation to these items where they feel it may impact success of the project.

To assist in the response, TSTC is providing a partial diagram of the existing telephony environment as Attachment G to this RFP to cover the Harlingen and Waco sites. These sites are currently using Avaya Definity circuit packs with multiple port networks of EPNs and/or remote IP gateways, Avaya servers, and partial deployment of VoIP. All other sites which are not shown in the diagrams are smaller configurations in a legacy telephony configuration utilizing Definity, Merlin, and similar legacy hardware with the exception of Ft. Bend County.

2.3 Project Requirements

2.3.1 General Requirements

- There are eight different existing locations that the system will be deployed to: Abilene, Brownwood, Breckenridge, Ft. Bend County, Harlingen, Marshall, Sweetwater, and Waco.

- The Ft. Bend County location is currently using a 100% carrier-hosted VoIP system with deployed SIP headsets.

- System redundancy will be provided utilizing two sites: Waco (as primary) and Harlingen (as secondary/DR).

- All sites should have the ability for local equipment to take over call processing in the event that remote call processors become unavailable, i.e. survivability.

- Any core system software that can be supported in a virtual environment should run in a VMWare virtualized environment and should include relevant licensing to allow TSTC to tie the additional VMWare hosts into TSTC's vCenter environment.

- Quality-of-service (QoS) shall be configured for all components of the new VoIP system to ensure quality voice and video calls. Respondent is not expected to directly configure TSTC's existing Cisco and Juniper network hardware, but instead they shall provide reference information that assists TSTC with implementing best-practice end-to-end QoS for the proposed UC solution which covers voice, video, and signaling.

- Once QoS has been configured by TSTC, respondent shall perform testing and verification that QoS is functioning from end-point to end-point and end-point to the core systems in Waco and Harlingen against a subset of locations of TSTC's choosing. TSTC will assist with the testing process to include fixing any points in the internal network where QoS does not appear to be functioning while testing is being performed. Specific metrics shall be agreed upon between

respondent and TSTC prior to performance of testing.

- In the event that QoS performance is sub-optimal in the respondent's opinion based on above testing and verification, inform TSTC immediately so that remedial plans can be developed.

- The responses for the solution shall generally conform to one of the two reference designs and reference Bill-of-Materials for equipment. Respondent in still responsible for completeness of solution submitted in the event that these references contain omissions.

- While the Ft. Bend County location is not specifically listed in the Bill-of-Materials and designs, it should conform to the design of other branch locations with the capability to handle 250 to 500 users but with a smaller analog foot print. This location may have a minimal requirement for desk phone replacement dependent on which UC proposal is selected.

- It is understood that there will be some variation between the competing manufacturers' products and capabilities, and therefore respondents are encouraged to review both designs. The RFP document takes precedence over the reference materials for quantities of phone lines, voice boxes, contact agents, support offerings, etc. and quantities are subject to adjustment by TSTC.

- It is preferred that the solution minimize the usage/need for 3rd party solutions to fulfill any requirements. Provide detailed explanation of any 3rd party solutions included in the proposal.

- While the BOM and architecture diagrams are centered around an on premise solution, TSTC will entertain proposals for cloud-based solutions (such as UCaaS) that preserve the basic architecture, capabilities, and phone types indicated in the BOMs and architecture diagrams. Any cloud-based submittal shall include a model SLA for TSTC's evaluation in addition to other information that all respondents are required to provide concerning themselves as detailed elsewhere in this RFP.

- If respondent is capable of providing solutions for both reference designs and/or a cloud-based solution, they are encouraged to submit a separate response for each design and/or cloud offering for TSTC to evaluate.

2.3.2 Telephony

- Existing Phone Counts: Below is a list of current users and analog device totals by location. Each user will receive a new phone, analog devices will remain analog; include approximately 8% additional sets for growth and adds/deletes which may occur prior to implementation.

Location	Users	Analog	Total Lines
Abilene	60	10	70
Breckenridge	32	8	40
Brownwood	32	16	48
Ft. Bend County	100	10	110
Harlingen	775	125	1000
Marshall	132	39	171
Sweetwater	230	35	265
Waco	878	155	1033

- On award, TSTC reserves the right to adjust the quantity of phones that the respondent provides.

- Include Power-over-Ethernet (PoE) injectors to be installed at the phone location to account for lack of PoE at some sites. This figure is not included in either design's BOM, but shall be calculated as a percentage of the phones required for each location. Use 25% of Harlingen, 50% of Waco, 30% of Marshal, and 100% of the remaining locations to determine PoE injector quantities required with the exception of Ft. Bend County which is a newly deployed site with full PoE capability.

- All telephone handsets should use SIP for telephone signaling.

- All telephone handsets should provide gigabit connectivity and color screens and be of one of the types listed in the BOM. Side cars, and phones with more advanced features than indicated are not included.

- System shall support soft client capabilities on the various operating systems which TSTC supports. This includes Windows 7 and up along with currently supported versions of OS X, iOS, and Android.

- The system should support analog devices at each campus as defined in the chart for item 5.2.1, these devices could be fax machines, analog handsets, modems, etc.

- Each site will have local PSTN access and the system must support this as follows:

Site Name	PSTN Connection Type	Quantity
Abilene	PRI	1
Breckenridge	PRI	1
Brownwood	DID	4
Brownwood	POTS	1
Harlingen	PRI	4
Marshall	PRI	2
Sweetwater	PRI	2
Waco	PRI	7

- While traditional PSTN circuits will currently be used, system should also be able to support SIP trunks in the future without a significant change of system hardware or software. TSTC is currently evaluating SIP carrier options in parallel with this RFP.

2.3.3 Voice/Unified Messaging

- System should provide voicemail and unified messaging for all users.

- The successful vendor is responsible for migrating and/or reconfiguring existing auto attendant call trees for each location identified in this RFP and identified by TSTC as desirable for migration to the new platform. The vendor will also be responsible for the implementation of a small number of additional call trees at the request of TSTC.

- TSTC will need a minimum of 2,470 voicemail boxes with a 15-minute capacity per box and a max retention of 30 days.

2.3.4 Instant Messaging and Presence.

- Native instant messaging and presence features should be included as part of the solution for all users.

- Instant messaging client should be available for a variety of operating systems including Windows, Mac, Android and iOS.

- Remote and mobile users should be able to use Instant Messaging client while roaming without having to launch a VPN session.

- Instant Messaging service should use standards, for instance SIP and XMPP, for communications and integration with other messaging systems.

2.3.5 Call Center.

- The system will provide call center functionality for 50 concurrent agents.

- Up to 10 web-based chat agents shall be supported.

- While not required at this time, the solution ideally should have the capability for database integrations.

- Web based reporting for call center calls is required and shall include basic call center metrics such as agents logged in, call duration, etc. as well as historical data.

2.3.6 Attendant Console.

- Solution shall support a minimum of 5 attendant consoles with soft client capabilities and any necessary physical hardware required.

2.3.7 Dedicated Video.

- The respondent will provide 25 video codecs (end points) that can connect to existing screens

- End points shall have table top microphone, traditional remote control, and touch screen remote control options included. Touch screen control can consist of either a complete device or an IOS/Android mobile application and manufacturer recommended tablet or equivalent device to load the application on.

- Video endpoints should participate with the phone system as if they were another phone on the system.

- Any multi-point, bridged solution proposed shall be capable of connecting traditional video end points and video enabled phones or soft clients.

- Each video endpoint should be able to participate in a video conference of 8 to 10 people at a time.

- Up to 50 users should be able to schedule and host multi-point video conferences.

- Include video caching and/or streaming options utilizing the reference documents if such options are available
- Dedicated/routed video hardware and caching/streaming components shall be priced as an optional, value-add item.

- Users shall still be capable of unrestricted, direct point-to-point video between users; and multi-point video for a minimum of 50 power users if TSTC elects not to purchase the dedicated video hardware and end-points.

2.3.8 Integration with Other Systems.

- The solution shall support integration with Google Apps for Unified Messaging

- Solution shall support voicemail to text and voicemail to email functionality.

- The solution shall not require usage of Microsoft Outlook or Exchange to gain access to the complete feature set.

- For user data and authentication, the solution shall integrate with either Novell eDirectory or Microsoft Active Directory, with a preference for platform-agnostic integration.

- For E-911 support the solution should support providing location data to the carrier down to the building level per site.

2.3.9 Implementation.

- Respondent shall utilize a phased-in approach to implementation.

- Harlingen or Waco will be first site for implementation, with Waco preferred, but dependent on chosen solution.

- Second site shall then be whichever of the first two is remaining.

- All other sites to be scheduled after Harlingen and Waco are complete through coordination of respondent and TSTC.

- Equipment shall be shipped to the location it is to be deployed at.

- For any equipment which may be re-used at a different site as part of the proposed solution, respondent is responsible for the logistics of moving the equipment from current site to new site.

2.4 System Capabilities

2.4.1 Capabilities

- Describe the proposed solution utilizing the following list of capabilities to assist in the evaluation of the solution. For "included" and "optional" components, note whether the component is a native capability or if it requires a 3rd party solution.

- Responses of each of the bullet points below must indicate the following:

Included – Included feature of the proposed system.

Optional – Additional cost component, available either by the manufacturer or 3rd party, but not proposed in the bill of material or professional services.

N/A – Feature is not included and there is no solution, native or 3rd party, for this feature.

2.4.2 IP Telephones, Endpoints, and Handsets

- Color display phone options.

- Wi-Fi (supporting current Wi-Fi standards such as 802.11n, WPA2 enterprise, etc.) and Video phone options which are not part of the BOM. Information on models capable of these features shall suffice.

- 1000BaseT Ethernet with integrated multi-port 1000BaseT Ethernet switch for optional adjacent PC connectivity.

- 802.11af PoE capable (Power over Ethernet)

- Full duplex speakerphone.

- Capabilities of VoIP telephone sets to integrate with mobile phones.

- Home office/remote worker phone VPN/encryption capabilities.

- Integrated headset capability without the need for an external amplifier, wireless headset ability to answer call without a handset lifter.

- Bluetooth wireless support and capability.

- Support for G.711, G.729, and the high fidelity G.722 codec.

- Both name and number caller ID display on an inbound call.

- Call back any internal or external PSTN number without the need to edit the number to dial.

- E164 dialing support.

- User self service via an authenticated user web page for forwarding, contact editing, etc.

- Customized ringer per directory number/line support.

- Electronic line and button labels (i.e soft keys)

- Security – How is phone firmware protected (signed images, etc.)?

- License and/or usage model

2.4.3 Call Control

- System software architecture and virtualization.

- Scalability, Redundancy and Load-balancing.

- License and/or usage model.

- Describe how component redundancy is handled both architecturally, administratively, and from a user experience.

- Describe how call state is maintained in the event of a component failure (WAN, primary site, etc.)

- Describe the operating system or underlying dependencies of the PBX replacement software

- Security – Platform, Administrative, and User access. Are all access methods encrypted authentication and transport?

- Intrusion prevention, support of dial-tone through DoS attack

- Voice and video call admission control

- Analog telephony interfaces for fax machines, modems, etc.

- Softphone client support for integrated voice, video, and instant messaging on Windows, Mac, iOS, and Android platforms.

- Gateways to connect to SIP and PRI PSTN circuits

- Support central identity LDAP repositories (such as Novell eDirectory or Microsoft Active Directory)

- Single sign-on support via identity providers

- Native support for multiple media compression standards for voice and video

- Guarantee and manage quality of service for real-time communication applications

- SIP Trunking support for PSTN Carriers

- Maximum number of users and locations

- Overall architecture and management required to achieve full scalability

- Maximum BHCC values

- E164 dial plan support

- Network-based recording option for any device

- 3rd party integration and published APIs

- Support for remote ring of PSTN phones, including cellular phones, when the directory number of the primary IP Phone is called.

- Security of remote ring, if one phone is answered can the conversation be heard by pickup of any other phone of that user?

- E-911 support and management

2.4.4 Auto Attendant

- System software architecture and virtualization

- Scalability and Redundancy

- License and/or usage model

- Describe how component redundancy is handled both architecturally, administratively, and from a user experience.

- Describe the operating system or underlying dependencies of the PBX replacement software

- Secure change access

- Menu Based / Multi-Tiered

- Directory Services (Dial by Name, Dial by Extension, Voice and Dial prompts)

- Ability to dial by name via speech recognition

2.4.5 Attendant Consoles

- System software architecture and virtualization

- Scalability, Redundancy and Load-balancing

- License and/or usage model

- Describe how component redundancy is handled both architecturally, administratively, and from a user experience

- Security – Platform, Administrative, and User access. Are all access methods encrypted authentication and transport?

- Hardware and/or Software based solution

- Integration with LDAP (eDirectory)/Microsoft Active Directory for user lookup

- Click to transfer and click to dial

- Ability for multiple receptionists to support multiple sites simultaneously

2.4.6 Administration and Monitoring

- Telephone Station Administration interface

- Capability to perform monitoring and administration via a web interface

- Change logging and auditing

- Roles based authentication for administration

- Roles based authentication for monitoring

- LDAP/Active Directory integrated authentication

- Call Detail Reporting capability

- Real-time Alarm Monitoring and email Alerting

- Capacity Monitoring

- Single point of management for entirety of the system

- End-user self-provisioning or self-care options

- Security – Platform, Administrative, and User access. Are all access methods encrypted authentication and transport?

- License and/or usage model

- Capability for automated/Plug-n-Play endpoint Provisioning based on LDAP Attributes if TSTC desires such capability

2.4.7 Voicemail

- TSTC requires a redundant voicemail and unified messaging platform that will integrate with Google Apps

- System software architecture and virtualization

- Scalability, Redundancy and Load-balancing

- License and/or usage model

- Describe how component redundancy is handled both architecturally, administratively, and from a user experience

- Describe the operating system or underlying dependencies of the voice mail software

- Security – Platform, Administrative, and User access. Are all access methods encrypted authentication and transport?

- Support central identity LDAP repositories (such as Novell eDirectory or Microsoft Active Directory)

- Single sign-on support via identity providers

- Secure, encrypted messaging storage options

- Authenticated/logged PSTN change access to prevent toll fraud

- Voicemail storage capacity

- Unified Messaging via Google Apps integration

- Speech to Text transcription capabilities

- Simple access from PC, Mac, iOS and Android Platforms without the need for an OS platform VPN.

- Localization support

- Voice mail only access for some users while offering unified messaging to others
- Secure deletion and messaging alerts

- Message recording expiration guarantees so voice messages cannot be listened to and are removed after they reach a set expiration date.

- Video greeting recording and playback

2.4.8 Instant Messaging / Presence Server and Desktop

- System software architecture and virtualization

- Scalability, Redundancy and Load-balancing

- License and/or usage model

- Describe how component redundancy is handled both architecturally, administratively, and from a user experience

- Describe the operating system or underlying dependencies

- Security – Platform, Administrative, and User access. Are all access methods encrypted authentication and transport?

- Support central identity LDAP repositories (such as Novell eDirectory or Microsoft Active Directory)

- Single sign-on support via identity providers

- Enterprise-wide IM availability independent of phone system, regardless of what vendor's PBX a user's phone may be connected.

- Describe and provide screenshots of the desktop experience, or link to any online videos

- Client support for Windows, OS X, iOS, Android

- Applications support for Microsoft Office tools, including click to dial from these tools.

- Compliance recording of IM history

- Local client IM history

- Native XMPP and SIP/SIMPLE support

- Federation with 3rd party/Internet messaging systems

- File Transfer

- Image sharing between mobile and desktop platforms

- Group chat

- Persistent chat rooms

- Corporate directory search via LDAP

- Video capabilities to any standards based endpoint

- Desktop sharing and remote control support via the desktop client

- OS platform VPN-less client connectivity options when mobile clients are outside the organization.

2.4.9 Web Collaboration and Conferencing

- System software architecture and virtualization

- Scalability, Redundancy and Load-balancing

- License and/or usage model

- Describe how component redundancy is handled both architecturally, administratively, and from a user experience

- Describe the operating system or underlying dependencies

- Ability to provide hosted, on premise, or hybrid options

- Support central identity LDAP repositories (such as Novell eDirectory or Microsoft Active Directory)

- Single sign-on support via identity providers

- Security – Platform, Administrative, and User access. Are all access methods encrypted authentication and transport?

- Client requirements

- Video capability

- Integrated chat

- Whiteboard

- Recording and playback capability, storage limits

- Audio - Global Toll, toll-free, integrated client VoIP

- Personal conference number

2.4.10 Video Integration

- System software architecture and virtualization

- Scalability, Redundancy and Load-balancing
- License and/or usage model

- Describe how component redundancy is handled both architecturally, administratively, and from a user experience

- Describe the operating system or underlying dependencies

- Ability to provide a hosted, on-premise, or hybrid options

- Security – Platform, Administrative, and User access. Are all access methods encrypted authentication and transport?

- Support central identity LDAP repositories (such as Novell eDirectory or Microsoft Active Directory)

- Single sign-on support via identity providers

- Does the same phone call control natively register and manage your video endpoints or is there additional software to purchase and manage?

- Personal and room-based options

- Integration with phone system

- Seamless 3rd party endpoint support

- Internet B2B and B2C calling options

- Options for client-based and clientless options voice and video

- Mobile connections from Internet without the need for OS platform VPNs

- Bandwidth controls

- User interface

- Recording and playback options

- Web based video client options

- Conference Bridge Options and if they are Intel x86 based or require dedicated purpose built hardware

- Conference bridge scheduling options and Google Apps calendar/scheduling Integration

2.4.11 Call Center

- System software architecture and virtualization

- Scalability, Redundancy and Load-balancing

- License and/or usage model

- Describe how component redundancy is handled both architecturally, administratively, and from a user experience

- Describe the operating system or underlying dependencies

- Support central identity LDAP repositories (such as Novell eDirectory or Microsoft Active Directory)

- Single sign-on support via identity providers

- Security – Platform, Administrative, and User access. Are all access methods encrypted

authentication and transport?

- State-wide deployment with local queuing

- ACD (Skill, competency based and priority routing)

- CTI control of the agent phone via the agent desktop software

- Reporting

  Real time and historical
  - ➢ Clientless web-based reporting interface
  - ➢ Open and documented reporting database
  - ➢ Development tools to modify and create custom reports
  - ➢ Wallboard capability

- Call Processing options to integrate with network carrier to route call.

- Remote Agent Support

- Inbound Conditional Routing and Queuing
  - ➢ Based on Caller entered input
  - ➢ Real-time queue statistics
  - ➢ Time of Day, Day of Week, and holidays
  - ➢ Caller origin or number
  - ➢ Dialer Number

- Data-driven Routing
  - ➢ Data driven routing for HTML and XML data sources for customized service, hot customer accounts, etc.

- Queueing Announcements
  - ➢ Position in Queue
  - ➢ Estimated Wait

- Agent-based Routing
  - ➢ Agent Skill and Competency-based routing
  - ➢ Longest Available or Linear
  - ➢ Most handles contacts
  - ➢ Shortest average handle time
  - ➢ Circular agent selection algorithms
  - ➢ Configurable Reroute on Ring No Answer logic: Next available, priority, specific destination.
  - ➢ Specific agent routing

- Advanced Routing Capabilities

  - ➢ Courtesy Callback – The ability for a caller to leave a message in queue for the next available agent without losing their place in queue.
  - ➢ Web Callback – The ability for a caller to schedule a callback from a web portal for the

next available agent, or schedule a callback for a later time.

- Wrap-up and Work Modes
  - ➢ Placing agent into Work state following a call
  - ➢ Configurable timer to automatically place the agent back in queue when timer expires
  - ➢ Configurable after call work codes with reporting

- Internet Web chat queueing and reporting

- IVR and database integration capability

- Automated outbound dialing option with AMD support

- Automatic, on demand, and script initiated recording

- SIP and PSTN recording and score-carding capability

- Integration with ticketing system

- Clientless, web-based Agent interface

- Clientless, web-based Supervisor interface

- System Administration

- Workforce Management capabilities

2.5 Support

The support options included as part of the solution shall include brief descriptions of the support offerings covering at a minimum the following:

- Maintenance support for hardware and software, including software major version upgrade entitlement.

- Response time

- Replacement parts

- Direct manufacturing support for all elements of proposed solution
Support options shall be shown separate from equipment, services, etc. and cover the following:

- Include options for different tiers of support such as 24x7x4-hour or 8x5xNBD with on-site. Do not include hardware support for handsets.

- Per support tier, include 1-year, 3-year, and 5-year options grouped by tier (if applicable) and duration.

- TSTC will make the determination on what level of support and its duration as part of the contract. At our discretion we may choose different types and durations of support based on equipment types

and locations.

2.6 Consulting and Integration Services

- Project Management

- Infrastructure Design and Implementation

- Network assessment of current network environment at locations which are part of the scope.

- Administrative and User Training

2.7   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 AND SUBMISSION CHECKLIST

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

3.1 Proposal Cover Page

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

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 complete this form **will result** in rejection of the proposal.

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.). Proposer must submit the following information as part of Proposer's proposal:

1. **Experience on similar services:** Describe your company's general overall capabilities including the length of time you have performed these services.

   Respondents must adhere to the following structure when submitting their responses:

   1. Respondents must outline their approach to this engagement and define the applicable pricing structure:
       a. Price quotes must include unit and extended costs
       b. Estimated time and effort required to perform discovery of TSTC's environment
       c. Provide cost structure options—fixed price, T&E (with not to exceed), etc.

   2. Provide a description of the respondent's presence and eminence in the marketplace including corporate financial information for evaluation.

2. **Financial stability:** Provide the following information regarding the manufacturer of the solution being proposed.

   1. Financial revenue report of company.

   2. R&D investment in voice collaboration systems.

   3. Current market leadership in unified communications systems.

3. **Installation and warranty service:** Describe your installation implementation plan and warranty service support philosophy. Please include a copy of the equipment warranty documents, if available.

4. **References:** List three current or past customers for whom you have completed services equivalent to those described in this RFP (does not have to be exclusively higher education customers) to include the following information: company name, address, contact person, telephone number, and scope of services.

5. **The extent to which the goods and services meet the institution's needs:** Generate and include a proposed itemized Cisco Bill of Material (BOM) and potentially architecture diagram as part of your bid submission.

6. **The vendor's past relationship with the institution.**

3.4 Other attachments that must be included as part of the proposal:

Attachment C – Respondent's Affirmation
Attachment D – Conflict of Interest Questionnaire
Attachment E – No Bid Response (optional)
Attachment F – **HUB Subcontracting Plan**. <u>Must be submitted in a separate envelope</u>. Failure to complete this form **will result** in rejection of the proposal.

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.

Scored Criteria:	Weight:
1. Experience on similar services	20%
2. Financial stability	15%
3. Installation and warranty services	5%
4. References	5%
5. The extent to which the goods and services meet the institution's needs	15%

6. The vendor's past relationship with the institution	15%
7. Competitiveness of cost proposals (price)	25%
Total	**100%**

5.0 ATTACHMENTS INCLUDED IN THIS RFP:

Attachment A – Proposal Cover Page
Attachment B – Execution of Offer
Attachment C – Respondent's Affirmation
Attachment D - Conflict of Interest Questionnaire
Attachment E – No Bid Response
Attachment F – HUB Subcontracting Plan
Attachment G – Partial Current Telephony Design
Attachment H – Avaya Reference Design
Attachment I – Avaya Reference Bill of Material (BOM)
Attachment J – Cisco Reference Design
Attachment K – Cisco Reference Bill of Material (BOM)

Attachment A - Proposal Cover Page
TEXAS STATE TECHNICAL COLLEGE
STATEWIDE UNIFIED COMMUNICATIONS SYSTEM
RFP No.: RFP-17-PS-001

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
STATEWIDE UNIFIED COMMUNICATIONS SYSTEM
RFP No.: RFP-17-PS-001

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

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

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

A.   By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Proposals and is not a contract or an offer to contract; (2) the submission of Proposals by Respondent in response to this RFP will not create a contract between the Owner and Respondent; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

B.   By signature hereon, Respondent offers and agrees to furnish to the Owner the products and/or services more particularly described in its Proposals, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

C.   By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Proposal.

D.   By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.

E.   By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Owner represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Qualifications made to any competitor or any other person engaged in such line of business.

F.   By signature hereon, Respondent represents and warrants that:
     1.   Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

     2.   Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

     3.   Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;

4.   Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;

5.   Respondent, if selected by the Owner, will maintain insurance as required by the Contract;

6.   All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that the Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

G.   By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent's Proposal.

H.   By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2.

I.   By signature hereon, Respondent certifies as follows:

1.   "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, RFP, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

2.   "Under Section 2155.004, *Texas Government Code*, the vendor or applicant certifies that the individual or business entity named in this RFP or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

3.   "Under Section 2254.004, *Texas Government Code*, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only."

J.   By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any Texas State Technical College component, or Respondent has not been an employee of any Texas State Technical College component within the immediate twelve (12) months prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.

K.   By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004 Texas Government Code).

L.   Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

M. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

N. By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's Proposal.

O. By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent's Proposal, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.

P. By signature hereon, Respondent certifies that no member of the Board of Regents of Texas State Technical College, or the Executive Officers of Texas State Technical College or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.

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:

STATEWIDE UNIFIED COMMUNICATIONS SYSTEM
RFP No.: RFP-17-PS-001

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:

Please see attached pricing sheet and equipment models.

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 – Respondent's Affirmation
TEXAS STATE TECHNICAL COLLEGE
STATEWIDE UNIFIED COMMUNICATIONS SYSTEM
RFP No.: RFP-17-PS-001

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 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;
*   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;
*   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.

Attachment D - Conflict of Interest Questionnaire
If conflict of interest doesn't exist, please write "NONE" under section 3.

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

Attachment E – No Bid Response (Optional)
TEXAS STATE TECHNICAL COLLEGE
STATEWIDE UNIFIED COMMUNICATIONS SYSTEM
RFP No.: RFP-17-PS-001

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

Texas State Technical College
Services Support Center Building
Building I
Financial Services
1902 North Loop 499
Harlingen, Texas 78550
patricia.saldivar@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: _____
     Vendor Signature   Date

_____
     Printed Name & Title   Phone No.

_____
     Company Name   Fax No.