



REQUEST FOR PROPOSAL
FOR

**Office of Information Technologies
(Software Application Solution for Work Orders)
FOR
TEXAS STATE TECHNICAL COLLEGE**

RFP REFERENCE: #RFP-18-BB-003

SUBMITTAL DUE DATE:
Friday, February 16, 2018, 2:00 PM

SEALED PROPOSALS CAN BE DELIVERED OR MAILED TO:

Brooke Burns
Buyer I – CTP
Texas State Technical College
2650 E End Blvd S
Marshall, Texas 75672
Phone: 903.923.3214
brooke.burns@tstc.edu

TABLE OF CONTENTS

1.0	GENERAL INFORMATION	4
1.1	Description of Texas State Technical College	4
1.2	Purpose of the Request for Proposals	4
1.3	Submission of Proposal	4
1.4	Questions and Clarifications	6
1.5	Request for Electronic Copy	6
1.6	Proposal Schedule of Events	6
1.7	Proposal Opening	6
1.8	Bidding Requirements	6
1.9	Signature, Certification of Proposer	7
1.10	Proposal Evaluation Process	7
1.11	Award of Contract	7
1.12	Exceptions to RFP	7
1.13	No Reimbursement for Participation Costs	8
1.14	Taxes	8
1.15	Reservation of Rights	8
1.16	Texas Public Information Act	8
1.17	Equal Opportunity	8
1.18	Accuracy of Information	9
1.19	Contract Award, Initial Term, and Renewal Options	9
1.20	Compliance with Laws	9
1.21	Termination for Convenience	9
1.22	Termination for Default	10
1.23	Assignment	10
1.24	Ethics Conduct	10
1.25	Drug Policy	10

1.26	Invoices	10
1.27	Confidential Information	11
1.28	Risk of Loss, Damage, Delay	11
1.29	Governing Law	11
2.0	SCOPE OF SERVICES	12
2.1	Overview	12
2.2	Scope of Work	12
2.3	Security	15
2.4	Infrastructure Requirements	17
2.5	Pricing	17
2.6	Termination of Service	19
2.7	Company Profile	19
2.8	Demonstration & Interview	20
2.9	Change or Addition to Scope of Services	20
3.0	PROPOSAL SUBMISSION CHECKLIST	21
3.1	Proposal Format	21
3.2	Proposal Cover Page	21
3.3	Execution of Offer	21
3.4	Table of Contents	21
4.0	EVALUATION OF PROPOSALS	23
5.0	ATTACHMENTS	24
	Attachment A – Proposal Cover Page	25
	Attachment B – Execution of Offer	26
	Attachment C – Respondent’s Affirmation	31
	Attachment D - Conflict of Interest Questionnaire	35
	Attachment E – No Bid Response (optional)	36
	Attachment F – Sample Service Agreement	37

SECTION 1.0

GENERAL INFORMATION

1.1 Description of Texas State Technical College

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 technical college system services students throughout the state of Texas at the following campuses located in Abilene, Breckenridge, Brownwood, Fort Bend County, Harlingen, Marshall, North Texas (Red Oak), Sweetwater, Waco, and Williamson County.

1.2 Purpose of the Request for Proposals

Texas State Technical College System is soliciting detailed proposals from qualified firms for the implementation of a help desk software application solution that enables support agents to track, prioritize, and solve customer support tickets. The vendor should consider the multiple TSTC locations listed above.

1.3 Submission of Proposal

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

Proposal must be received by the TSTC Procurement Services Office before the hour and date specified for the receipt of proposal. Any proposal received after the expiration of the deadline will be immediately disqualified from consideration and will be returned to the Proposer unopened.

Proposal will not be received by telephone, fax, or email. Proposal hard copy submission will only be received at the following address below:

Brooke Burns
Buyer I – CTP
Texas State Technical College
2650 E End Blvd S
Marshall, Texas 75672
Phone: 903.923.3214
brooke.burns@tstc.edu

Submit one (1) original signed Proposal and one (1) identical electronic copy of the Proposal including 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 and will not be returned.

TSTC will not provide “delivery or hand stamp” receipt of bids/proposals or proof of delivery of bids/proposals which are delivered by hand or courier. No proof of delivery shall be necessary.

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.

1.4 Questions and Clarifications

All questions and clarifications regarding this RFP must be submitted in writing to Brooke Burns, Buyer I, at brooke.burns@tstc.edu no later than **Monday, February 5, 2018, 10:00 AM**. TSTC reserves the right to request clarification of any information contained in a Proposal. Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by TSTC as an addendum. All such addenda are issued by TSTC before the Proposal are due as part of the RFP and respondents shall acknowledge receipt of each addendum to the RFP in its Proposal.

1.5 Request for Electronic Copy

A proposer may request an electronic copy of the RFP. Electronic copies will be forwarded through email address only.

1.6 Proposal Schedule of Events

Issuance of RFP	Friday, January 26, 2018
Deadline for Submittal of Written Questions	Monday, February 5, 2018, 10:00 AM
Submittal Deadline	Friday, February 16, 2018, 2:00 PM
Proposal Public Opening	Friday, February 16, 2018, 2:30 PM
Evaluation and Selection Period (tentative)	TBA
Award/Issuance of Purchase Order (tentative)	TBA

1.7 Proposal Opening

Proposals will be opened at Texas State Technical College after the deadline, **Friday, February 16, 2018, 2:30 PM**. The proposal opening process is open to the public. All submitted proposals become the property of TSTC, after the RFP submittal deadline/opening date, and will not be returned.

1.8 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.

1.9 Signature, Certification of Proposer

Proposal must be signed and dated by a representative of the Proposer who is authorized to bind the Proposer to the terms and conditions contained in this RFP and to compliance with the information submitted in the Proposal. Each Proposer submitting a Proposal certifies to both (a) the completeness, veracity, and accuracy of the information provided in the Proposal and (b) the authority of the individual whose signature appears on the Proposal to bind the Proposer to the terms and conditions set forth in this RFP. Proposals submitted without the required signature shall be disqualified.

1.10 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.

1.11 Award of Contract

A response to this RFP is an offer to contract based upon the terms, conditions, and specifications contained herein. The proposed contract documents consist of the Service Agreement, a sample of which is attached in Section 5.0.

1.12 Exceptions to RFP

Any exceptions to terms, conditions, and requirements of the RFP, including the Service Agreement, must be made in writing and noted in the Proposal.

1.13 No Reimbursement for Participation Costs

TSTC specifically disclaims the responsibility, and/or liability, for all costs, expenses, or claims related to or arising out the Proposers participation in this RFP process, including but not limited to costs incurred as a result of preparing, copying, shipping, presenting, and/or clarifying the Proposal and the information relevant to the Proposal. 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.

1.14 Taxes

TSTC is exempt from taxes as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. 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.

1.15 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 modify the Project, 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 prior to the date on which the authorized representative of TSTC executes a contract with the selected Proposer. 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.

1.16 Texas Public Information Act

Proposer acknowledges that TSTC us an agency of the State of Texas, and is therefore required to comply with the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) TSTC strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information. 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. If a Proposal includes proprietary data, trade secrets, or information the Proposer must specifically label such data, secrets, or information as follows: **"PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION"**.

1.17 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.

1.18 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.

1.19 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 pursuant 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.

1.20 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. By submitting a Proposal, the Proposer agrees to and shall comply with all applicable federal, state, county, and local laws, regulations, rules, and orders as well as with all applicable policies and procedures of the Texas State Technical College System. System policies and procedures may be accessed at the following Internet address: <http://www.tstc.edu>

1.21 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.

1.22 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.

1.23 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.

1.24 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.

1.25 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.

1.26 Invoices

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 price for services, and any 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.

1.27 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.

1.28 Risk of Loss, Damage, Delay

Proposer acknowledges and agrees to release and hold harmless the TSTC System, its campus components, Board of Regents, officers, employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorneys' fees, arising out of or pursuant to delivery of the Proposal or failure to deliver the Proposal to the Purchasing Office at TSTC, as designated in Section 1.3 of the RFP.

1.29 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.

SECTION 2.0 SCOPE OF SERVICES

2.1 Overview

Texas State Technical College (TSTC) is soliciting detailed proposals from qualified firms for the implementation of a help desk software application solution that enables support agents to track, prioritize, and solve customer support tickets. The goal is to replace the existing work order system to improve on inefficiencies within the current workflow by incorporating in the ITSM structure. TSTC's Office of Information Technology (OIT) provides service desk support to a large number of employees and students across the state. Faculty, staff, and students communicate with the Service Desk via telephone, email, chat, and/or via portal application. We currently have 60 technicians and create an average of 35K tickets a year. Our current software has limitations and requires several third party software for basic functionality. TSTC OIT is seeking a new software for a help desk technicians that enables support agents to track, prioritize, and solve customer support needs quickly and efficiently.

Vendors must submit Proposals for the following Scope of Work which specifies minimum requirements for the Contractor to provide. 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

Texas State Technical College requests detailed proposals for a help desk software that enables support agents to track, prioritize, and solve customer support tickets. We are exploring cloud hosted software solutions as well as in-house supported software. We currently have 60 technicians and create an average of 35K tickets a year. Components of the work order software solution should include the following:

2.2.1. Product Information and Service History:

- Describe the history of your IT service management tool offerings, including:
 - Initial release date
 - Current version number
 - Development history
- Describe your product roadmap and strategy for the next three years.
- Describe third-party software packages that are required for your IT service management tool to function correctly (for example, application

servers, Web servers, business intelligence (BI), databases, agents or clients for backup, or software distribution and security.

- Describe your upgrade methodology, including the tracking system, not only to report on the status of the upgrade, but also to record problems and bugs.
- Provide a list of any user groups, social-networking sites or public discussion areas relating to your product or service offerings.

- If SaaS (software as a service) model, do you have any pre-scheduled maintenance windows?
 - If so, provide business hours;
 - Availability;
 - Maintenance window schedule;
 - Describe extent of impact -- e.d., application totally/partially unavailable
- How often do you produce a major software release?
- Are major software releases including the licensing for annual maintenance?
- How often do you produce a maintenance (bug fix) release?

2.2.2. Minimum Requirements:

- Seeking a solution that will adequately service as specified:
 - 1500 Employees
 - 60 Total IT Positions Statewide
 - 6 IT Management Positions
 - 3000 work order tickets opened on average every month
- Modules that must be included:
 - 1. Service Operation**
 - The proposed solution should have the ability to manage tickets throughout its lifecycle in accordance with ITIL standards.
 - The proposed solution should have flexible alerting capabilities for pertinent technicians and affected customers.
 - The proposed solution should allow our technicians to track time spent working on specific tickets, tracking individual technician times even in the event of multiple hand-offs.
 - Proposed solution should allow end-user to track the status and workflow of their tickets.
 - The proposed solution should be able to support automatic assigning of tickets to technicians with consideration of vacation or other exceptions.
 - 2. Change Management**

- The proposed solution should have the ability for automated approval workflow such as:
 - Ability to automatically send approval requests to designated approvers.
 - Ability to pick up and record approver responses.
 - Ability to change status if approval criteria met.
 - Send notification of approval rejections to change owner and change manager.
- The proposed solution should have the ability for automatic notices sent out for past due scheduled changes.
- The proposed solution should have the ability to reference change policy and bylaws which reflect management's expectations and intentions.
- The proposed solution should allow the notification of planned and scheduled changes or maintenance to possibly affected customers.
- The proposed solution should have the ability for scheduling of recurring events, such as certain types of maintenance

3. Knowledge Management

- The proposed solution should enable technicians to have comprehensive technician-only documentation and resolutions and allow technicians to see available knowledge and resolution suggestions once a ticket is created.
- The proposed solution should allow technicians to define customer viewable documentation and resolutions to common issues and suggest possible resolutions to a customer before a ticket is created.
- The proposed solution should support rich text and other content such as code snippets, image uploads and video how-tos within the knowledge management functions.

4. Asset Management

- The proposed solution should provide tracking of IT assets via Active Directory objects.
- The proposed solution should offer remote access to IT asset (i.e. workstation).

5. Analytics and Reporting

- The proposed solution should support flexible and comprehensive custom reporting to measure service quality and timeliness against defined benchmarks and/or metric guidelines.
- Proposed solution should provide for a customizable dashboard for both technicians and end users.

6. Service Level Management

- The proposed solution should have comprehensive service level agreement (SLA) capabilities available.
 - The proposed solution should have the capability of alerting, re-assigning, or escalating tickets in the event that a SLA is likely to be exceeded.
- 7. Service Catalog Management**
- The proposed solution should enable technicians to define available services available for customers and collect information, via a question workflow, for a ticket.
- 8. Interfaces:**
- Proposed solution should allow customers and technicians to access the application with mobile devices and desktop computers on common operating systems (Windows/Mac/Linux/iOS/Android).
- 9. Additional Optional Features**
- API allowing us to connect to other systems for additional reporting or other integrations.
 - Integration with Cisco Unity Management phone system.
 - Built in chat or integration with Cisco Spark / Cisco Jabber.
 - Built-in desktop remote access or optional 3rd party remote software integration for issue resolution.
- 10. Service and Support must include the following:**
- Severity 1 - Critical (On Premise) - Dedicated assigned resources available to work on the issue on an ongoing basis during contractual hours. Vendor must provide a calling tree of assigned resources for escalation.
 - Severity 2 - Major Functionality Loss (On Premise) - Response from initial contact within 2 hours.
 - General Usage Questions - Technical Support services should include phone, email, and chat options.

2.3 Security

1. Accessibility Requirements

- Are all interfaces (both for administrators and end-users) that are part of your product compliant with Section 508 and/or WCAG 2.0 AA? This includes features such as appropriate use of alt-text, screen reader support, and use of colors and contrast to enhance visible accessibility.
- Describe your conformance testing process.
 - Have you ever worked with Accessibility as a functional requirement?

- Please provide a Voluntary Product Accessibility Template (VPAT) (Preferably VPAT 2.0), or similar, for your product. You can find instructions and details on the ITIC website at <https://www.itic.org/policy/accessibility/>.
- If your product is not fully accessible, if you have a roadmap to make your product fully compliant? If so, please provide details on your roadmap including conformance goals and timeline for completion?

2. Security Requirements (Mandatory)

- The application must implement SSL site wide, including login pages, client pages, and administrative pages.
- The application must include the ability to implement granular access controls for users, groups, and administrators. Access controls will be maintained by TSTC.
- The application must have full logging and auditing capability for operations performed by the software.
- In the event that the system will be a hosted solution, the proposer must provide evidence of relevant security controls/standards or independent audit. This may include internal policies, procedures, or third party audits or security reviews.
- In the event that the system will be a hosted solution handling sensitive or regulatory information of employees, students, or other individuals, a Service Organization Controls 2 report (SOC2), ISO27001, or similar third party audit report will be required. Sensitive or regulatory protected information includes, but is not limited to:
 - Sensitive Personal Information (social security numbers, government issued identification numbers, driver's license number, banking account numbers)
 - Family Educational Rights Privacy Act (FERPA) protected data
 - Health Insurance Portability and Accountability Act (HIPAA) protected data
- The proposer must disclose and provide appropriate documentation and assurance for all subcontractors handling TSTC data. A SOC2, ISO27001 report or similar will be required for subcontractors handling sensitive or regulatory protected information.
- TSTC retains sole ownership and remains the custodian of all institutional records stored in the proposers system. Proposer will not access these records without TSTC's written consent. The need for accessing records must be identified on the request.

- Upon termination, cancellation, expiration or other conclusion of the Agreement, Service Provider shall return all TSTC data to TSTC and destroy any and all TSTC data within 30 days. A notification of data destruction must be provided to TSTC.
- The application must provide a secure method of authentication via TSTC's Secure Lightweight Directory Access Protocol (LDAPS) to Microsoft Active Directory Services. The use of Security Assertion Markup Language (SAML) and other like products will be considered as well. Externally hosted solutions must be compatible with ADFS 2.0 WS-FED, or ADFS SAML 2.0. If your application does not support the use of aforementioned authentication, please specify the method that will be used for user maintenance and administration.
- For the purpose of application administration, the application should allow TSTC staff access to the proposers system electronically via a tiered permissions system. Local access control would be granted by TSTC.

2.4 Infrastructure Requirements

- If the proposer's solution is an on premise solution, proposer must define what software and hardware is needed. TSTC utilizes a virtualized infrastructure so all on premise solutions must support being installed in a virtualized operating system such as Windows or Linux.
- Proposer's solution must support Active Directory for authenticating both customers and technicians.
- Optional: The proposed solution should support ADFS for single sign-on capabilities.

2.5 Pricing

- Pricing information to be included in the response should include an itemized quote detailing:
 - 1. Software License Costs**
 - Criteria, Vendor Product, Maintenance, & Support Pricing
 - Describe your pricing model. For example, for traditional licensing models, this might include an initial fee, per seat fee, and maintenance fees and terms.
 - List all modules and their list prices
 - List all role based license types and their prices
 - Initial server fee pricing
 - Any fixed and floating licenses
 - List typical installation and configuration charges
 - Describe your suite bundling options versus stand-alone modules.
 - Do you extend terms and discounts negotiated to future purchases for a defined period of time?
 - Do you extend any discounts to educational organizations or GSA?

- Describe additional costs for disaster recovery, staging or testing environments.
- Describe any special licensing required for administrators.
- Describe the costs for any APIs or integration engines to meet integration requirements listed in the functional requirements section.
- Describe the cost per end-user for the ability to use self-service or knowledge base.
- Do you offer subscription-based pricing (such as a SaaS or on-demand model)?
- Describe your pricing structure for SaaS or on-demand models. For example, is the billing per user per month?
- Describe the ability to move to and from SaaS and on-premises licensing.
- Are published price lists publicly available on your website?
- Are discounted price lists available on the site?
- Describe your pricing for the most-basic maintenance package, and summarize the services, deliverables and terms included (for example, bug fixes, patches, service packs and associated services).
- Do you price maintenance as a percentage of total discounted license purchases (as opposed to basing it on the list price)?
- Do you offer caps on year-over-year increases in maintenance fees?
- Do you provide for a source code escrow account that an organization can access in case a company is acquired or a product is discontinued?
- What percentage of your customers are on maintenance contracts? Detail the average duration of these contracts and the average renewal rate.

2. Training, Services and Support Costs

- Describe your professional services during implementation (asset management, service-level management and service catalog); includes workshops, best practices and documentation.
- Describe your administration training (describe options and provide costs).
- Describe your seat holder training (describe options and provide costs).
- Describe any other miscellaneous costs to implement solution not already listed above to meet requirements.
- Describe the available support options. Include a description of the support center, staffing levels, and escalation procedures.

- Do you offer 24x7 technical support? If not, what are your support windows?
- Describe your average turn-around times for support issues in your customer support organization over the past 12 months?
- What is the average telephone wait time for support calls in your customer support organization over the past 12 months?
- Describe the use of internet based support of the solution including knowledge bases and technician access (online chat)
- Describe both online and in person Training options (e.g. on-demand CBT)
- Are there training videos provided? What is the medium?
- What is the Vendor's expectation for customer's technical resources to be able to support this? (e.g. Java Scripting)
- Describe third party options or partners for professional services (installation, support, value-add, etc.)

3. Installation and Implementation Costs

- Describe how customization of your software affects product support/maintenance agreements
- Describe the ability of the solution to carry forward, to new releases, the modifications and customizations created within the supported elements of the package and any cost associated with these new release.
- Describe your recommendations standard schedule for new software version releases?

2.6 Termination of Service

- Provide an overview of how TSTC will be able to recoup its data and the file formats available for this purpose.
- Provide an overview of how TSTC data will be destroyed in the event Proposer is providing a hosted solution.

2.7 Company Profile

- Information regarding the proposing company should include but need not be limited to:
 - General description of company/Number of Years in Business
 - High level organizational structure
 - Number of employees in each major area of the company
 - A general history of the company's past two years
 - Evidence of the company's experience and qualifications performing the scope of work described in this RFP

- At least four (4) current references of clients. Include company name, contact name, phone number and email.

2.8 Demonstration & Interview

- Proposer selected to provide demonstrations to TSTC committee members will be chosen based on response answers provided. Proposers will schedule and provide demo within 2 weeks of RFP close date.

2.9 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.

SECTION 3.0 PROPOSAL SUBMISSION CHECKLIST

3.1 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. All forms must be completed, signed, and returned as part of the Respondent's proposal.

3.2 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.

3.3 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.

3.4 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:

- Respondents must outline their approach to this engagement and define the applicable pricing structure:
- Price quotes must include unit and extended costs
- Estimated time and effort required to perform discovery of TSTC's environment
- Provide cost structure options—fixed price, T&E (with not to exceed), etc.
- Provide a description of the respondent's presence and eminence in the marketplace including corporate financial information for evaluation.

2. **References:** List four 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.
3. **The extent to which the goods and services meet the institution's needs.**
4. **The vendor's past relationship with the institution.**

**SECTION 4.0
EVALUATION OF PROPOSALS**

Proposers must submit a completed proposal form with all attachments as listed on the proposal form.

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. Security Requirements	10%
2. Infrastructure Requirements	10%
3. Accessibility Requirements	5%
4. Extent to which the goods and services meet TSTC needs	30%
5. Vendor's past relationship with TSTC	5%
6. Experience on similar services	10%
7. References	10%
8. Competitiveness of cost proposals/ Package Pricing	20%
Total	100%

**SECTION 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 – *No Bid Response (optional)*
- Attachment F – *Sample Service Agreement*

Attachment A - Proposal Cover Page
TEXAS STATE TECHNICAL COLLEGE
RFP REFERENCE: #RFP-18-BB-003

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
RFP REFERENCE: #RFP-18-BB-003

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.

Attachment B – Execution of Offer – Continued

TEXAS STATE TECHNICAL COLLEGE

RFP REFERENCE: #RFP-18-BB-003

- 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.

Attachment B – Execution of Offer – Continued

TEXAS STATE TECHNICAL COLLEGE

RFP REFERENCE: #RFP-18-BB-003

- 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

RFP REFERENCE: #RFP-18-BB-003

- 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

RFP REFERENCE: #RFP-18-BB-003

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:

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.

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

RFP REFERENCE: #RFP-18-BB-003

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).

Attachment C – Respondent’s Affirmation – Continued

TEXAS STATE TECHNICAL COLLEGE

RFP REFERENCE: #RFP-18-BB-003

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.

Attachment C – Respondent’s Affirmation – Continued

TEXAS STATE TECHNICAL COLLEGE

RFP REFERENCE: #RFP-18-BB-003

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.

Attachment C – Respondent’s Affirmation – Continued
TEXAS STATE TECHNICAL COLLEGE
RFP REFERENCE: #RFP-18-BB-003

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
TEXAS STATE TECHNICAL COLLEGE
RFP REFERENCE: #RFP-18-BB-003

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		
<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>	OFFICE USE ONLY Date Received	
1 Name of person who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> 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?		
<input type="checkbox"/> Yes <input type="checkbox"/> 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?		
<input type="checkbox"/> Yes <input type="checkbox"/> 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?		
<input type="checkbox"/> Yes <input type="checkbox"/> 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

RFP REFERENCE: #RFP-18-BB-003

If your firm is unable to submit a proposal at this time, complete this form and return it to the following address below by the date/time for submission of this solicitation:

Texas State Technical College
Procurement Services
ATTN: Brooke Burns
2650 E End Blvd S
Marshall, TX 75672
brooke.burns@tstc.edu

I/WE DID NOT SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:

(Please place an X by all the reasons that apply)

___ Do not supply the requested product/service.

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

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

___ Specifications are “too constrictive” or appear to be written around a proprietary product.

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

___ Other reasons: _____

BY:

Vendor Signature Date

Printed Name & Title Phone No.

Company Name Fax No.

Attachment F – Sample Service Agreement

TEXAS STATE TECHNICAL COLLEGE

RFP REFERENCE: #RFP-18-BB-003

This Service Agreement (“Agreement”) is made and entered into by and between Texas State Technical College, an institution of higher education and an agency of the State of Texas (“TSTC”) and _____, a _____, with its principal place of business at _____ (“Contractor”).

WHEREAS, on **Friday, January 26, 2018**, TSTC issued a Request for Proposal **#RFP-18-BB-003**, for Office of Information Technologies (Software Application Solution for Work Orders); and

WHEREAS, Contractor submitted a Response to Proposal dated **Friday, February 16, 2018**, (“Proposal”) and Contractor was selected to provide a Software Application Solution;

Now, therefore, the parties agree as follows:

I. Scope of Services

This Agreement shall provide for a Software Application Solution described in and in the manner required by the following documents attached to and incorporated as part of this Agreement and in addition to all purposes mentioned in **#RFP-18-BB-003**.

II. Payment for Services

a. Contractor shall provide invoices to TSTC for Services performed. Invoices must be submitted no later than the 15th day of the month after the Services are completed. Each invoice will be accompanied by documentation that TSTC may reasonably request to support the invoice amount.

b. Subject to the foregoing, TSTC must make all payments in accordance with the *Texas Prompt Payment Account, Texas Government Code, and Chapter 2251*. Payments under this Agreement are subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Agreement are contingent upon TSTC receipt of funds appropriated by the Texas Legislature.

Attachment F – Sample Service Agreement – Continued
TEXAS STATE TECHNICAL COLLEGE
RFP REFERENCE: #RFP-18-BB-003

III. Term and Termination

- a. This Agreement shall become effective **XXXX** or on the date signed by TSTC Provost, who shall sign after the Contractor signs, and shall terminate not later than **XXXX**, unless sooner terminated as provided in this Agreement. The contract may be renewed for two (2) additional 12-month periods, both parties agree in writing to do so prior to the expiration date.
- b. TSTC may terminate this Agreement, without cause, upon **30** days written notice to Contractor.
- c. If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.
- d. The termination of this Agreement shall not affect any right or remedy that has accrued to either party at the time of termination.
- e. Notwithstanding the termination or expiration of this Agreement, the provisions of this Agreement regarding indemnification, records, right to audit, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of this Agreement.

IV. Licenses, Permits, Taxes, Fees, Laws and Regulations

- a. Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.
- b. Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.

Attachment F – Sample Service Agreement – Continued

TEXAS STATE TECHNICAL COLLEGE

RFP REFERENCE: #RFP-18-BB-003

- c. Contractor will comply with, and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations, and the rules and regulations of TSTC.
- d. Contractor represents and warrants that it has the requisite qualifications, experience, personnel and other resources to perform this job in the manner required by this Agreement.

V. Confidential Information

- a. 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 this Agreement 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.
- b. 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.
- c. The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.
- d. TSTC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General, with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, and *Texas Government Code*.

Attachment F – Sample Service Agreement – Continued

TEXAS STATE TECHNICAL COLLEGE

RFP REFERENCE: #RFP-18-BB-003

VI. Independent Contractor

- a. For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of TSTC. Contractor will not bind nor attempt to bind TSTC to any Agreement or contract. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance.

VII. Indemnification

- a. CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS TSTC, THE TSTC SYSTEM, ITS RESPECTIVE REGENTS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND

AGENTS, FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND JUDGMENTS FOR TAXES, LICENSE FEES, EXCISES, FINES, AND PENALTIES; FOR SUPPLIES, SERVICES, OR MERCHANDISE PURCHASED BY CONTRACTOR; FOR WAGES AND FRINGE BENEFITS OF CONTRACTOR'S EMPLOYEES; AND FOR INJURY OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY THAT RESULT DIRECTLY OR INDIRECTLY FROM THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR OR ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTOR'S IN THE PERFORMANCE OF THIS AGREEMENT.

VIII. Alternative Dispute Resolution

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

- i. Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor shall submit written notice, as required by subchapter B of Chapter 2260, to TSTC in accordance with the notice provisions in this Agreement. Contractor's notice shall specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the

Attachment F – Sample Service Agreement – Continued

TEXAS STATE TECHNICAL COLLEGE

RFP REFERENCE: #RFP-18-BB-003

specific Agreement provision that TSTC allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under subchapter C of Chapter 2260. The Chief Business Officer of TSTC, or such other officer of TSTC as may be designated from time to time by TSTC by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims.

- ii. If the parties are unable to resolve their disputes under subparagraph (a) of this section, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by TSTC.
 - iii. Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by TSTC nor any other conduct, action or inaction of any representative of TSTC relating to this Agreement constitutes or is intended to constitute a waiver of TSTC's or the state's sovereign immunity to suit and (ii) TSTC has not waived its right to seek redress in the courts.
- b. The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
 - c. TSTC and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

Attachment F – Sample Service Agreement – Continued
TEXAS STATE TECHNICAL COLLEGE
RFP REFERENCE: #RFP-18-BB-003

IX. Purchasing Terms and Conditions

- a. Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Contract, and the individual executing the Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.
- b. Tax Certification. If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code*, then Contractor certifies that it is not currently delinquent in the payment of any taxes due under such Chapter, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- c. Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under the Contract may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- d. State Auditor’s Office. Contractor understands that acceptance of funds under the Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

Attachment F – Sample Service Agreement – Continued

TEXAS STATE TECHNICAL COLLEGE

RFP REFERENCE: #RFP-18-BB-003

- e. Fees & Payment Terms. Notwithstanding any term or condition in the Contract to the contrary, all invoices shall be payable to Contractor within thirty (30) days after TSTC's receipt of invoice and delivery of the Product or Services in accordance with the Texas Prompt Payment Act, currently codified in Section 2251.025(b), *Texas Government Code*. Interest shall be payable by TSTC on all past due amounts at the rate specified in Section 2251.025(b) of such Code. Notwithstanding anything to the contrary, Contractor understands and acknowledges that TSTC's payment processes are stipulated by the Texas Prompt Payment Act, and nothing in the Contract shall be construed to prevent or restrict TSTC from full compliance with such Act.
- f. Eligibility Certification. Pursuant to Sections 2155.004 and 2155.006, *Texas Government Code*, Contractor certifies that the individual or business entity named in the Contract is not ineligible to receive the award of or payments under the Contract and acknowledges that the Contract may be terminated and payment withheld if these certifications are inaccurate.
- g. Texas Family Code Child Support Certification. Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Contract and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.
- h. Products and Materials Produced in Texas. If Contractor will provide services under the Agreement, Contractor covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under the Agreement, Contractor will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
- i. Loss of Funding. Performance by TSTC under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of Texas State Technical College System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then TSTC will issue written notice to Contractor and TSTC may terminate the Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of TSTC.

Attachment F – Sample Service Agreement – Continued

TEXAS STATE TECHNICAL COLLEGE

RFP REFERENCE: #RFP-18-BB-003

- c. Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
- d. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between Contractor and TSTC and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by TSTC and Contractor.
- e. Captions. The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
- f. Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character (“force majeure occurrence”).
- g. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
- h. Governing Law. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Attachment F – Sample Service Agreement – Continued
TEXAS STATE TECHNICAL COLLEGE
RFP REFERENCE: #RFP-18-BB-003

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

Contractor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____