



**REQUEST FOR PROPOSAL  
FOR**

**Student Financial Aid Verification Statewide Campuses**

**RFP No.: RFP-18-DG-002**

NIGP Codes: 958-70,946-49

**SUBMITTAL DUE DATE:  
Friday, November 9, 2018 at 10:00 am  
(Central Standard Time)**

**Issued: Wednesday, October 12, 2018**

**Prepared By:  
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# GENERAL INFORMATION

## 1.1 Description of TSTC

Texas State Technical College (“TSTC”) a state-supported two-year technical college and is the state’s largest provider of technical education. TSTC was originally established in 1965 as the James Connally Technical Institute (JCTI), a two year college in the Texas A&M University System designed to meet the state’s evolving workforce needs. In 1969, the State of Texas gained ownership of James Connally Air Force Base and renamed the college Texas State Technical Institute (TSTI), which became a separate state agency with its own Board of Regents, appointed by the governor. TSTC been continuously accredited by SACS-COC as a Level I institution since 1968. The college is an open enrollment institution with a full-time equivalent enrollment of approximately 15,000. In contrast with Texas’s regionally-focused community colleges, TSTC has a statewide role and mission with a legislative mandate to focus specifically on highly specialized, advanced, and emerging technical and vocational areas leading to certificates or associate degrees.

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

## 1.2 Purpose of the Request for Proposals

**Texas State Technical College (TSTC) is soliciting proposals in response to this Request for Proposal (RFP) from qualified respondents for the purpose of verifying all financial aid applications selected by the Department of Education and to provide guidance in the creation of forms for students to complete for the verification and the development of a verification policies and procedures manual. Currently there are 9,000 applications (4% yearly growth rate) selected for verification and approximately 5,000 submit required documents for the verification process. Bid finalists will be expected to meet the requirements specified in this Request for Proposal (hereinafter referred to as “RFP”) document.**

## 1.3 Submission of Proposal

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

***TSTC will receive Proposals until November 9, 2018 at 10:00 A.M. CST. Proposal must be time-stamped by TSTC before the hour and date specified. Proposals that are received late will be returned to the respondent unopened.***

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

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

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

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

**Failure to comply with all requirements contained in this RFP may result in the rejection of the Proposal. Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP, or irregularities of any kind are subject to rejection.**

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

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

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

## **1.4 Questions**

All questions regarding this RFP must be submitted in writing to Danny de la Garza, Director of Strategic Sourcing at [danny.delagarza@tstc.edu](mailto:danny.delagarza@tstc.edu) **no later than October 26 , 2018 at 10:00 A.M. CST.** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by TSTC as an addendum. All such addenda are issued by TSTC before the Proposal are due as part of the RFP and respondents shall acknowledge receipt of each addendum to the RFP in its Proposal.

## 1.5 Key Events Schedule

Issuance of RFP	Friday October 12, 2018
Deadline for Submittal of Questions	Friday October 26, 2018, 10:00 AM
Submittal w HUB Sub-Contracting Plan	Friday November 9, 2018, 10:00 AM
Evaluation and Award	To Be Determined (TBD)

## 1.6 Proposal Evaluation Process

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

## 1.7 Historically Underutilized Businesses Submittal Requirements.

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

TSTC has reviewed this RFP in accordance with 34 TAC §20.285 and has determined that subcontracting opportunities are probable under this RFP.

**A HUB Subcontracting Plan Form (HSP) is a required part of the Proposal. The HSP (Attachment E) must be filled out and returned with the Proposal to be considered responsive. Proposals that fail to comply with this section will constitute a material failure to comply with advertised specifications and will be rejected by TSTC as non-responsive.**

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

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

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

## **1.8 Subcontracting Approval**

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

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

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

## **1.9 Bidding Requirements**

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

## **1.10 No Reimbursement for Costs**

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

## **1.11 Taxes**

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

## **1.12 Reservation of Rights**

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

### **1.13 Texas Public Information Act**

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

### **1.14 Equal Opportunity**

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

### **1.15 Accuracy of Information**

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

### **1.16 Contract Award**

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

**The term of this contract shall begin (TBD) To Be Determined and terminate on August 31, 2021. At the end of the contract TSTC has the option to continue services with awarded proposer for an additional twelve (12) months by extending the termination date for a maximum of one year per renewal for two (2) additional consecutive renewal years. Upon the renewal of the pilot, TSTC may request to expand the pilot or choose to fully transition to the proposer's solution or to allow the Agreement to terminate. Either party may terminate this contract, without penalty, by giving 30 days written notice.**

**Third Optional Year:           09-1-21 to 8-31-22**  
**Fourth Optional Year:       09-1-22 to 8-31-23**

### **1.17 Compliance with Laws**

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

### **1.18 Termination for Convenience**

TSTC, may, at its option and discretion, terminate the resulting contract for convenience and, at its option and discretion, may reduce the statement of work or other requirements of the contract at any time, without any default on the part of TSTC or the contractor, by giving thirty (30) calendar days' notice thereof to the selected contractor.

### **1.19 Termination for Default**

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

### **1.20 Assignment**

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

### **1.21 Ethics Conduct**

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

### **1.22 Drug Policy**

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



### **1.23 Confidential Information**

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

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

### **1.24 Governing Law**

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

### **1.25 Group Purchasing Authority**

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

## **1.26 Invoices**

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

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

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

Invoices shall be submitted by mail to:

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

## **1.27 Loss of Funding**

Performance by TSTC under the resulting contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of Texas State Technical College System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then TSTC will issue written notice to Respondent and TSTC may terminate the Agreement without further duty or obligation hereunder. Respondent acknowledges that appropriation, allotment, and allocation of funds are beyond the control of TSTC.

## **2.0 SCOPE OF SERVICES**

Proposer will provide the following services to TSTC Colleges:

### **2.1 Overview**

Texas State Technical College (TSTC) is soliciting proposals in response to this Request for Proposal (RFP) from qualified respondents for the purpose of verifying all financial aid applications selected by the Department of Education and to provide guidance in the creation of forms for students to complete for the verification and the development of a verification policies and procedures manual.

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

- Outsource the verification of financial aid applications selected by the Department of Education;
- Improve the efficiency of administrative operations;
- Implement a user-friendly process for TSTC;
- Expand and simplify management access to detailed information;
- Provide smooth, accurate, cost effective way to do the verification of the financial aid applications.
- Take advantage of continuing advancements in functionality and technology that would enable future improvements in business and administrative practices.

Respondent must maintain confidentiality in accordance to FERPA.

Respondent to provide a secure process for school to upload files and for respondent to return files to school. Please describe in detail.

Respondent must maintain files in a secure environment. Please describe in detail on how the list of students with their complete files will be transferred from TSTC to Respondent. Provide security features.

Respondent must be able to accurately perform verification quickly within the TSTC's Colleague and ImageNow system, enter verification comments, corrections or additional information needed. A summary report to be sent to TSTC.

Respondent to provide turnaround time to process 100 records. Is there a different response time to process 100 records during peak time vs. non-peak times.

Respondent must be willing to meet at least twice a month with key TSTC financial aid-staff for status updates.

Respondent must be able to assist the college in updating verification forms and policy and procedures manual on an annual basis

Respondent must be able to assist the college to prepare for Federal, state and institutional audits as needed. (Respondent to review audit sample and gives feedback to TSTC, review audit files and verify accuracy and give back feedback, if any findings then Respondent must participate in the audit response with TSTC and auditors)

Respondent to give estimated implementation timing and complexity to implement this project.

Respondent to provide references from other Higher Ed. customers. List current clients including FAMS system used

Respondent must have excellent working knowledge of Ellucian Colleague. Provide detailed information that staff is fully trained. TSTC WILL NOT TRAIN. Add years of experience using Ellucian Colleague system.

Respondent must provide information of qualifications for the staff performing verification and describe how staff are trained.

Respondent to provide an Account Manager.

Respondent to provide organization chart with contact information.

Respondent to describe their peak processing times by day, week, month, season, and explain on how they will be able to cover the added workload provided by TSTC. Describe the use of extra staff, expanded hours or extended work days if they are required. Describe how Respondent will expedite verification process if needed to meet any payment deadlines that might arise.

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.**

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

The Proposal must be organized in sections in the following format and contain the following information. Respondents should note that elaborate or unnecessary voluminous proposals are not desired.

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

**3.2 Execution of Offer**

Attachment B, the **Execution of Offer**, should be the second page of your Proposal. The Execution of Offer must be signed by a person authorized to sign for Respondent. Failure to submit a signed Execution of Offer **will result** automatic disqualification.

**3.3 Table of Contents**

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

**3.4 Proposal Contents: Provide detailed proposal based on Section 2.0**

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

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

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

## 4.0 References

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

## 5.0 PROPOSAL SELECTION CRITERIA

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

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

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

### Threshold Criteria Not Scored:

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

Scored Criteria:	Weight:
1. Staffing qualifications	20%
2. Relevant experience with Colleague Schools	20%
3. Service Plan	20%
4. Recommendations from other Customers	10%
5. Implementation time and complexity	20%
6. Value and pricing proposal	10%
<b>Total</b>	<b>100%</b>

**ATTACHMENTS:**

**Attachment A – Proposal Cover Page**

**Attachment B – Execution of Offer**

**Attachment C – Conflict of Interest Questionnaire**

**Attachment D – No Bid Response (optional)**

**Attachment E – HUB Subcontracting Plan**

**Attachment F – W9 Form**

**Attachment A - Proposal Cover Page**  
TEXAS STATE TECHNICAL COLLEGE  
Student Financial Aid Verification  
RFP No.: RFP-18-DG-002

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  
Student Financial Aid Verification  
RFP No.: RFP-18-DG-002

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

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

Signing a false statement may void the submitted proposal or any agreements or other contractual arrangements, which may result from the submission of respondent's proposal, and the respondent may be removed from all proposer lists. A false certification shall be deemed a material breach of contract and, at TSTC's option, may result in termination of any resulting contract or purchase order.

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

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

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

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

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

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.

Respondent understands the requirements and specifications set forth in this RFP.

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

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

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

Pursuant to §2107.008 and §2252.903, Government Code, any payments owing to Respondent under the resulting agreement may be applied directly to any debt or delinquency that Respondent owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.

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

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

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

Respondent has not given or offered to give, nor does Respondent intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its Proposal.

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

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

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

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

No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Respondent that is a sole proprietorship, the officers or directors of any Respondent that is a corporation, the partners of any Respondent that is a partnership, the joint ventures of any Respondent that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of TSTC, on the other hand, other than the relationships which have been previously disclosed to TSTC in writing.

Respondent has not been an employee of Texas State Technical College within the immediate twelve (12) months prior to the submittal deadline for this RFP.

No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Respondent's proposal or any contract resulting from this RFP (ref. §669.003, Government Code).

Respondent nor the firm, corporation, partnership or owner represented by the Respondent, nor anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State of Texas, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

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

Conflict of Interest Certifications:

Respondent is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.

Respondent's provision of services or other performance under any agreement resulting from this RFP will not constitute an actual or potential conflict of interest.

Respondent has disclosed any personnel who are related to any current or former employees of TSTC.

Proposer has not given, nor does Respondent intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of TSTC in connection with this RFP.

No compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004, Texas Government Code).

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

All products and services offered by Respondent to TSTC in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the Texas Hazard Communication Act (Chapter 502, Health and Safety Code, and all related regulations in effect or proposed as of the date of this RFP.

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

Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification. If Respondent will sell or lease computer equipment to TSTC under any agreement resulting from this RFP then, pursuant to §361.965(c), Health & Safety Code, Respondent is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and

Recovery Act set forth in Chapter 361, Subchapter Y, Health & Safety Code, and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in 30 TAC Chapter 328. §361.952(2), Health & Safety Code, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term “computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

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.

#### Electronic Information Resources and Protection of Confidential Data Certifications:

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

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

Protected Data Security. To the extent that 34 Code of Federal Regulations § 99.33(a)(2) is applicable, Respondent agrees to abide by the limitations on re-disclosure of personally identifiable information from education records. "TSTC Confidential Information" means records maintained by TSTC, and records obtained by Respondent from TSTC under the resulting agreement, including (1) records and data provided electronically, on paper, or via online access or e-mail, (2) records and data that Respondent has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data incorporated in any manner into Respondent's records, files or data compilations. Respondent shall protect the confidentiality of TSTC Information and comply with all statutory, regulatory and agreement requirements. Respondent's protection of the confidentiality of TSTC Information will survive the termination of the resulting agreement. Respondent shall keep and maintain complete and accurate records sufficient to allow TSTC, the Texas State Auditor's Office, the United States government, and their authorized representatives to determine Respondent's compliance with the agreement. Respondent shall be responsible and liable for any damages resulting from a breach by Respondent including damages and losses of third parties. Respondent shall reimburse TSTC for any costs incurred by TSTC in reimbursing third parties damaged by Respondent's breach and costs incurred in attempts by TSTC to limit third party losses resulting from Respondent's breach. Respondent agrees to accept liability for any damage to TSTC's hardware, software, or TSTC Information when such damage is caused by the actions of employees, contractors, subcontractors or agents of Respondent, whether or not the individual was an authorized User under the resulting agreement.

The Respondent must complete, sign and return this Execution of Offer as part of their submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification.

Price Submission:

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

- Describe your pricing model.
- Initial fee, transaction fee, and maintenance fees and terms.
- Set up and configuration charges?
- Are there any licensing fees?
- Describe any fees for any required services in section 2.0 Statement of Service.
- Describe any miscellaneous cost to implement any solutions in section 2.0 Statement of Service.
- Training, Services and Support costs?

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

**ACKNOWLEDGEMENT OF ADDENDA**

**Respondent acknowledges receipt of the following addenda to the captioned RFP (initial if applicable):**

***Failure to properly acknowledge addenda may result in disqualification.***

**Addendum #** \_\_\_\_\_ **Issued** \_\_\_\_\_ **Initials:** \_\_\_\_\_  
**Addendum #** \_\_\_\_\_ **Issued** \_\_\_\_\_ **Initials:** \_\_\_\_\_  
**Addendum #** \_\_\_\_\_ **Issued** \_\_\_\_\_ **Initials:** \_\_\_\_\_

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

Respectfully Submitted,

\_\_\_\_\_  
 (Respondent's Name) (Title)

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

\_\_\_\_\_  
 (Street Address) (City, State, Zip Code)

\_\_\_\_\_  
 (Telephone Number)

\_\_\_\_\_  
 (Authorized Signature) (Date)

## 6.2 – Terms and Conditions

TEXAS STATE TECHNICAL COLLEGE  
Student Financial Aid Verification  
RFP No.: RFP-18-DG-002

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

### A. BIDDING REQUIREMENTS

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

Enter Federal Employer's Identification Number \_\_\_\_\_

Sole owner should also enter Social Security Number \_\_\_\_\_

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

### B. TIE BIDS

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

### **C. AWARD OF CONTRACT**

A response to this RFP is an offer to contract based upon the terms, conditions and specifications contained herein. RFP's do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, and 2157.003 shall also be considered in making an award.

### **D. PAYMENT**

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

### **E. PATENTS OR COPYRIGHTS**

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

### **F. VENDOR ASSIGNMENTS**

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

### **G. BIDDER AFFIRMATION**

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

1. The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted RFP.
2. Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the RFP made to any competitor or any other person engaged in such line of business.
3. Pursuant to Section 2155.004 Government Code the proposer has not received compensation for participation in the preparation of the specifications for this RFP.
4. Pursuant to Section 231.006(d), Family Code (relating to child support), the proposer certifies that the individual or business entity named in this RFP is not ineligible to receive this specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
5. Under Section 2155.004 Government Code the proposer certifies that the individual or business entity named in this RFP is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
6. The Contractor shall defend, indemnify, and hold harmless TSTC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or commissions of contractor or



any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

7. Proposer agrees that any payments due under this will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
8. Proposer certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies proposer will complete the following information in order for the RFP to be evaluated:

Name of Former executive: \_\_\_\_\_

Name of State agency: \_\_\_\_\_

Date of separation from State agency: \_\_\_\_\_

Date of Employment with proposer: \_\_\_\_\_

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

#### **H. NOTE TO PROPOSER:**

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

#### **I. BEST VALUE CRITERIA**

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

**6.3 - Conflict of Interest Questionnaire  
Student Financial Aid Verification  
RFP DG-001-19**

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

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		
<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>	<b>OFFICE USE ONLY</b>	
<b>1</b>	Name of person who has a business relationship with local governmental entity.	Date Received
<b>2</b>	<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.)	
<b>3</b>	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.	
<b>4</b>	_____ Signature of person doing business with the governmental entity	_____ Date

**Attachment D – No Bid Response (Optional)**

TEXAS STATE TECHNICAL COLLEGE

Student Financial Aid Verification

RFP No.: RFP-DG-001-19

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

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

by the date/time for submission of this solicitation.

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

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

1. \_\_\_ Do not supply the requested product/service.
2. \_\_\_ Quantities offered or scope of job is TOO SMALL to be supplied by my company.
3. \_\_\_ Qualities offered or scope of job is TOO LARGE to be supplied by my company.
4. \_\_\_ Specifications are “too constrictive” or appear to be written around a proprietary product.
5. \_\_\_ Time frame for responding was too short. (Please elaborate on your primary reason for this judgment.)
6. \_\_\_ Other reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

Respondent Signature

Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Fax No.

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

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

**Attachment F - W9 Form**

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