



REQUEST FOR PROPOSALS  
FOR  
**Online Course Development Services for TSTC (Statewide)**

**RFP No.: RFP-18-MH-001**

POSTED:  
Monday, September 25, 2017

SUBMITTAL DUE DATE:  
**Monday, October 16, 2017 at 2:00 p.m.**

NIGP Code: 924-16,

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## 1.0 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 12,000. In contrast with Texas’s regionally-focused community colleges, TSTC has a statewide role and mission with a legislative mandate to focus specifically on highly specialized, advanced, and emerging technical and vocational areas leading to certificates or associate degrees.

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

TSTC is governed by a nine-member Board of Regents, appointed by the Governor with the advice and consent of the Senate for six-year, staggered terms. The current members of the Board are: Ellis Skinner, J.V. Martin, Ivan Andarza, Joe Gurecky, John Hatchel, Joe Hearne, Linda McKenna, Penny Forrest, and Keith Honey. Mike Reeser is the Chancellor of the TSTC System.

### 1.2 Purpose of the Request for Proposals

TSTC is soliciting proposals (“**Proposals**”) from qualified vendors (“**Respondent**”) to assist in-house subject matter experts and instructional designers in the development of high-quality online courses and training of TSTC staff for future online course sustainability (“**Services**”). Refer to Section 2.2 of this RFP for a more detailed scope of work.

### 1.3 Background

Before August 2017, when TSTC hired instructional designers, online courses had been largely developed by faculty. This RFP is to identify and integrate external course development services with our subject matter experts (faculty) and instructional designers to achieve the highest quality online product.

Over the next year, TSTC is slated to produce 50-100 courses across multiple degrees and this number is expected to grow over time. In order to support this increase in volume and the requirement for quality development it will be necessary to involve an external course development vendor to bring TSTC up-to-speed and provide tools for sustainability with internal resources.

#### **1.4 Submission of Proposals**

Sealed Proposals will be received until the date and time established for receipt. After receipt, only the names of respondents will be made public. Prices and other proposal details will only be divulged after the contract award, if one is made.

**TSTC will receive Proposals and HUB Subcontracting Plans until Monday, October 16, 2017 at 2:00 p.m. CST. Proposals must be time-stamped by TSTC before the hour and date specified. Proposals that are received late will be returned to the respondent unopened.**

Proposals **will not** be received by telephone, fax, or email. Proposals will only be received at the location described below:

Mary G. Hernandez, MBA, CTPM  
Sr. Executive Director for Procurement and Travel  
Texas State Technical College  
1902 N. Loop 499  
Building I, Room 112  
Harlingen, Texas 78550

**Submit one (1) original and one (1) identical electronic copy of the proposal and HUB Subcontracting Plan and all of its contents. The electronic copy shall be submitted in a USB/Flash Drive or in a CD in the same envelope as the hard-copy original Proposal.**

Proposal must be enclosed in a sealed envelope (box or container) addressed as described above. **The envelope must clearly identify the RFP number, submittal due date, and the name and return address of the respondent.** Proposals 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 Proposals. 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. Proposals cannot be altered or amended after opening time. Proposals 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. 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.

#### **1.5 Questions**

All questions regarding this RFP must be submitted in writing to Mary G. Hernandez, Sr. Executive Director for Procurement and Travel, at [mary.hernandez@tstc.edu](mailto:mary.hernandez@tstc.edu) no later than **Wednesday, October 4, 2017 at 11:00 a.m.** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by TSTC as an addendum. All such addenda are issued by TSTC before the Proposal are due as part of the RFP and respondents shall acknowledge receipt of each addendum to the RFP in its Proposal. Addenda will be posted on the ESBD website at <http://esbd.cpa.state.tx.us/>.

Written notice of any addenda issued for this RFP will be given to all Respondents who receive the RFP directly from TSTC or who have submitted their contact information to the Ms. Hernandez prior to **Tuesday, October 3, 2017.**

## 1.6 Key Events Schedule

Issuance of RFP	Monday, September 25, 2017
Deadline for Submittal of Questions	Wednesday, October 4, 2017, 11:00 a.m.
Submittal	<b>Monday, October 16, 2017, 2:00 p.m.</b>
Demos from Selected Short List (tentative)	October 24-26, 2017
Award (tentative)	October 27, 2017
Services Start Date (tentative)	December 1, 2017

## 1.7 Proposal Evaluation Process

TSTC may select the Proposal that offers the “best value” for the institution based on the published selection criteria and on its ranking evaluation. TSTC may select a shortlist of respondents to participate in a product demo process, which may be conducted in person or through the use of technology.

TSTC may first attempt to negotiate a contract with the selected respondent (“**Contractor**”). **TSTC will not negotiate the State of Texas terms and conditions or the Contractor’s indemnification of TSTC.** 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.

## 1.8 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, Contractor subcontracts any work, then Contractor 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 vendors 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/vendor/hub/resources.php>

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

### **1.9 Subcontracting Approval**

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

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

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

### **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, as an agency of the State of Texas, is exempt from most State and Federal taxes. Do not include taxes in the Proposal. A tax exemption certificate is available upon request.

### **1.12 Reservation of Rights**

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

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

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

### **1.14 Equal Opportunity**

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

### **1.15 Accuracy of Information**

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

### **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 Respondent after execution of the contract by both parties.

TSTC reserves the right to negotiate all elements of the contract and to approve all personnel assigned to TSTC's work. If personnel assignments are to be changed, the Respondent will have to submit resumes of those to be assigned and their addition to the contract will be subject to TSTC's approval.

### **1.17 Bidding Requirements**

Proposal prices must be firm for TSTC acceptance for ninety (90) calendar days from the submittal due date and 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.

### **1.18 Compliance with Laws**

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

### **1.19 Termination for Convenience**

TSTC, may, at its option and discretion, terminate the resulting contract for convenience and 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 Respondent, by giving thirty (30) calendar days' notice thereof to the selected Respondent.

### **1.20 Termination for Default**

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

### **1.21 Assignment**

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

### **1.22 Ethics Conduct**

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

### **1.23 Drug Policy**

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

### **1.24 Invoices**

Invoices must be submitted monthly in connection with all payments. To be a proper invoice that may be accepted and paid, the invoice must include the following information and/or attachments;

- name and address of the Respondent,
- Respondent's invoice remittance address,
- purchase order number authorizing the services,
- detailed breakdown of monthly total price for services, and
- any other related documentation to show proof of services rendered.

Invoices should be received no later than the (15) fifteenth day of every month. Each invoice is subject to review and approval by TSTC before payment will be processed. Normal payment processing time for services which have been completed, delivered to, and approved by TSTC is thirty (30) calendar days after receipt of a valid, uncontested invoice. TSTC will incur no penalty for late payment if payment is made in thirty (30) or fewer days from receipt of goods or services and an uncontested invoice. Payments shall be made consistent with Chapter 2251, Texas Government Code. Any invoice that does not comply with the minimum requirements stated above may not be considered valid and may be subject to rejection and/or return to the selected Contractor.



Invoices shall be submitted by email to [HarlingenInvoice@tstc.edu](mailto:HarlingenInvoice@tstc.edu) OR by regular mail to:

Texas State Technical College  
Procurement Operations  
1902 N. Loop 499, Building SSC  
Harlingen, Texas 78550

### **1.25 Confidential Information**

All information owned, possessed or used by TSTC that is communicated to, learned, developed or otherwise acquired by the chosen Respondent in the performance of services for TSTC, that is not generally known to the public, will be confidential and the Respondent will not, beginning on the date of first association or communication between TSTC and Respondent 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 Respondent's own benefit or the benefit of another, any confidential information, unless required by law.

Except when defined as part of the Services, Responder will not make any press releases, public statements, or advertisement referring to the Services or the engagement of Respondent 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. Respondent will obtain assurances similar to those contained in this section from any of its partners, associates or employees.

### **1.26 Venue; Governing Law**

McLennan County or Travis County, Texas, shall be the proper place of venue for suit on or in respect of the resulting agreement in regards to this RFP. 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.

### **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 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.

### **1.28 Group Purchasing Authority**

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (Texas Education Code 51.9335). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that Texas State Technical College is comprised of several campuses across the state of Texas described at <http://www.tstc.edu/about/welcome>. TSTC may routinely evaluate whether a contract resulting from a procurement conducted by one of the campuses

might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

## **2.0 SCOPE OF SERVICES**

### **2.1 Overview**

TSTC seeks proposals in response to this Request for Proposals (“RFP”) from Respondents with the qualifications and experience required to provide the services described below. Any additions to or differences from the minimum requirements for the Scope of Work requested shall be clearly identified in the Proposal Response. Proposers are advised and cautioned that 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. The term of the resulting contract will be for an initial term of one (1) year with four (4) one-year options to renew.

### **2.2 Scope of Work**

TSTC will select a Contractor to assist in-house subject matter experts and instructional designers in the development of high-quality online courses and training of TSTC staff for future online course sustainability.

The selected Contractor will:

- provide an instructional design team to work collaboratively with TSTC in-house subject matter experts and instructional designers to develop online courses.
- provide a plan for the development of each online degree that will allow for feedback and collaboration by TSTC team (subject-matter experts and instructional designers) along with a plan for training and timely completion of deliverables.
- provide monthly reports on project deliverables to TSTC’s Associate Vice President for Online Learning.
- provide content that can be interchanged within different learning management systems (not necessarily tied to one LMS or another).
- develop courses that meet best practice standards for online course development and delivery.
- prepare faculty and instructional designers for delivery, updating, and sustainability of the developed online courses.
- ensure that content developed meets universal design for accessibility.
- implement engaging technologies (including, but not limited to animations, gamification, and interactives) necessary for the optimal delivery of course content.
- relinquish course ownership and housing of course content to TSTC.
- enter into a non-disclosure agreement to ensure that content developed for TSTC is confidential.

### **2.3 Contract Administration**

The Associate Vice President for Online Learning will be the Contract Manager for this contract. TSTC will monitor performance of any contract issued pursuant to this RFP.

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

TSTC, without invalidating the contract, may make changes by altering, adding to, or deducting 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.

### 3.0 PROPOSAL FORMAT

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

#### 3.1 Proposal Cover Page

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

#### 3.2 Execution of Offer

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

#### 3.3 Table of Contents

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

#### 3.4 Proposal Contents

The Proposal Contents should follow the Table of Contents in the order described below.

##### **Proposer's Experience and Qualifications**

- (1) Provide a description of the Proposer's business history, including date founded, number and location of offices. Indicate which office will be responsible for day-to-day contact with TSTC. Describe the structure of company ownership (e.g., publicly held corporation, partnership, etc.) and any parents, affiliates or subsidiaries of Respondent.
- (2) Describe the Proposer's relevant work experience (institution's name, date, brief description of project, date completed) on at least five (5) projects working with:
  - Institutions of higher education
  - Large educational systems
  - TSTC
- (3) Describe the qualifications of the proposed Project Manager, including successfully leading at least three (3) similar projects for institutions of higher education (list of projects).
- (4) Describe Proposer's experience in developing competency based education online courses.

##### **Proposer's Capacity to Meet TSTC's Needs**

- (1) Describe the resources that will be allotted to the project, including a Project Manager, instructional designers (design team) and the time that each will devote to the project on a weekly basis. List the roles and responsibilities of each member of the team. Provide resumes for those individuals.

- (2) Describe the Proposer's history and ability to complete multiple projects on time and within budget.
- (3) Provide the learning management system platforms and any other technical environments that the Proposer has worked in the past?
- (4) Specify the approaches/practices/tools/processes that the Proposer will use to successfully develop and deploy innovative instructional technology services and materials.

#### **Project Implementation and Sustainability**

- (1) Describe any unique benefits to TSTC from doing business with Proposer.
- (2) Describe the course development strategies that will be used to ensure courses are accessible, moveable between different learning management systems, and engaging.
- (3) Provide a plan detailing how the project deliverables will be sustained and how/when training to TSTC in-house staff will be delivered to support future sustainability.

#### **Pricing and Delivery Schedule**

- (1) Provide your pricing structure, including costs for interactive media, animations, etc.
- (2) Provide information about the licensing structure for the service. Identify the specific product name and version number proposed.
- (3) Clearly indicate any options or alternatives being proposed. Include any pricing alternatives that may not follow standard licensing models, but could benefit TSTC.
- (4) Clearly identify any one-time set-up/installation charges, any on-going support, maintenance fees and/or project management fees. Identify any applicable charges for staff training.
- (4) Provide a plan detailing how the design team will work with TSTC in-house subject matter experts and instructional designers to develop a 15-course online degrees within a one-year time frame.
- (5) Describe any educational discounts.

#### **References**

Provide references from a minimum of three (3) past clients for whom services similar to those described herein have been completed. For each client listed, provide the following information:

- Company/Institution name
- Contact name, e-mail address and phone number
- Description of products and services provided
- Describe Proposer's current role with the client
- Length of business relationship

### 3.5 Addenda Checklist

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.

### 3.6 Proposal Checklist

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"/> Table of Contents		
<input type="checkbox"/> Proposal Contents		Section 3.4 of this RFP
<input type="checkbox"/> Conflict of Interest Questionnaire	C	Must be signed. If no conflicts exist, enter "None" and sign it.
<input type="checkbox"/> Addenda Checklist	D	Must be signed.
<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.

#### 4.0 CRITERIA FOR SELECTION

Respondent is encouraged to propose terms and conditions offering the maximum benefit to TSTC in terms of (1) service, (2) total overall cost, 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.

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

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

Threshold Criteria Not Scored:

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

<b>Scored Criteria:</b>	<b>Points:</b>
Proposer's Experience and Qualifications	25
Proposer's Capacity to Meet TSTC's Needs	25
Project Implementation and Sustainability	25
Pricing and Delivery Schedule	20
References	5
<b>Total Points</b>	<b>100</b>



## **5.0 ATTACHMENTS:**

Attachment A – Proposal Cover Page

Attachment B – Execution of Offer

Attachment C – Conflict of Interest Questionnaire

Attachment D – Addenda Checklist

Attachment E – HUB Subcontracting Plan (separate file)

**Attachment A - Proposal Cover Page**  
TEXAS STATE TECHNICAL COLLEGE  
**Online Course Development Services for TSTC (Statewide)**  
RFP-18-MH-001

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
*Street Address**City, State, Zip*

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Employer Id # (EIN): \_\_\_\_\_ Or SS # (If Sole Owner): \_\_\_\_\_

Texas Charter # (If Applicable): \_\_\_\_\_ If a Corporation: State of Incorporation: \_\_\_\_\_

Is Your Company A Hub Vendor? \_\_\_\_\_ Which Category? \_\_\_\_\_

Identify each person who owns at least 25% of the Respondent's business entity by name:


**Attachment B – Execution of Offer**  
**TEXAS STATE TECHNICAL COLLEGE**  
**Online Course Development Services for TSTC (Statewide) RFP-18-MH-001**

**NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.**

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

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

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

- (1) Respondent offers and agrees to furnish TSTC the products and/or services more particularly described in its Proposals, and to comply with all terms, conditions, requirements, and specifications set forth in this RFP and any resulting agreement.
- (2) This RFP is a solicitation for proposals and is not a contract or an offer to contract. Submission of a proposal by Respondent in response to this RFP will not create a contract between TSTC and Respondent. TSTC has made no representation or warranty, written or oral, that one or more contracts with TSTC will be awarded under this RFP. Respondent will bear, as its sole risk and responsibility, any cost arising from Respondent's preparation of a response to this RFP.
- (3) Respondent is a reputable company that is lawfully and regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP.
- (4) Respondent has the necessary experience, knowledge, abilities, skills, and resources to perform the terms, conditions and requirements of the RFP.
- (5) Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
- (6) Respondent understands the requirements and specifications set forth in this RFP.
- (7) Respondent will not delegate any of its duties or responsibilities under this RFP or the resulting agreement to any subcontractor, except as expressly provided in the resulting agreement.
- (8) All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. TSTC will rely on such statements, information and representations in selecting Contractor. If selected by TSTC, Respondent will notify TSTC immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- (9) Respondent agrees to defend, indemnify, and hold harmless the State of Texas and Texas State Technical College, all of its regents, officers, agents, and employees, from and against all actions, suits, demands, costs, damages, liabilities, and other claims of any nature, kind or description, including reasonable attorney's fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution of performance or any contract or agreement resulting from this RFP. Respondent agrees to protect TSTC from claims involving infringement of patents or copyrights.
- (10) Pursuant to §2107.008 and §2252.903, Government Code, any payments owing to Respondent under the resulting agreement may be applied directly to any debt or delinquency that Respondent owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.

- (11) Any terms, conditions, or documents attached to or referenced in Respondent's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on TSTC that are not set forth in this RFP. Submission of a proposal is Respondent's good faith intent to enter into an agreement with TSTC as specified in this RFP and that Proposer's intent is not contingent upon TSTC's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Respondent's proposal.
- (12) Pursuant to Chapter 2270, Government Code, Respondent certifies Respondent (a) does not currently boycott Israel; and (b) will not boycott Israel during the term of the resulting agreement. Proposer acknowledges the agreement may be terminated and payment withheld if this certification is inaccurate.
- (13) Pursuant to Subchapter F, Chapter 2252, Government Code, Respondent certifies Respondent is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Respondent acknowledges the resulting agreement may be terminated and payment withheld if this certification is inaccurate.
- (14) Respondent has not given or offered to give, nor does Respondent intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its Proposal.
- (15) Respondent is not currently delinquent in the payment of any taxes due under Chapter 171, *Texas Tax Code*, or Respondent is exempt from the payment of such taxes, or Respondent is an out-of-state entity that is not subject to those taxes, whichever is applicable.
- (16) The individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any resulting agreements.
- (17) Under Section 231.006, *Texas Family Code*, relating to child support, the individual or business entity named in Respondent's proposal is not ineligible to receive award of the agreement, and agreements resulting from this RFP may be terminated if this certification is inaccurate.
- (18) Relationship Certifications. All disclosures by Respondent in connection with this certification will be subject to administrative review and approval before TSTC enters into any agreement resulting from this RFP with Respondent.
- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Respondent that is a sole proprietorship, the officers or directors of any Respondent that is a corporation, the partners of any Respondent that is a partnership, the joint venturers of any Respondent that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of TSTC, on the other hand, other than the relationships which have been previously disclosed to TSTC in writing.
  - Respondent has not been an employee of Texas State Technical College within the immediate twelve (12) months prior to the submittal deadline for this RFP.
  - No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Respondent's proposal or any contract resulting from this RFP (ref. [§669.003, Government Code](#)).
- (19) Respondent nor the firm, corporation, partnership or owner represented by the Respondent, nor anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State of Texas, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- (20) Respondent is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- (21) Conflict of Interest Certifications:
- Respondent is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.

- Respondent's provision of services or other performance under any agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
  - Respondent has disclosed any personnel who are related to any current or former employees of TSTC.
  - Proposer has not given, nor does Respondent intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of TSTC in connection with this RFP.
  - No compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004, *Texas Government Code*).
  - No member of the Board of Regents of Texas State Technical College, or the Executive Officers of Texas State Technical College, has a financial interest, directly or indirectly, in the transaction that is the subject of the resulting agreement.
- (22) All products and services offered by Respondent to TSTC in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the Texas Hazard Communication Act (Chapter 502, Health and Safety Code, and all related regulations in effect or proposed as of the date of this RFP.
- (23) Respondent will and has disclosed, as part of its proposal, any exceptions to the information stated in this Execution of Offer. All information will be subject to administrative review and approval prior to the time TSTC makes an award or enters into any agreement with Respondent.
- (24) Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification. If Respondent will sell or lease computer equipment to TSTC under any agreement resulting from this RFP then, pursuant to §361.965(c), Health & Safety Code, Respondent is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, Health & Safety Code, and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in 30 TAC Chapter 328. §361.952(2), Health & Safety Code, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.
- (25) Any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent's Proposal, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- (26) Electronic Information Resources and Protection of Confidential Data Certifications:
- Access by Individuals with Disabilities. To the extent that Title 1, Part 10, Rules 213.30 and 213.36, Texas Administrative Code is applicable, Respondent represents and warrants ("EIR Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to TSTC under the resulting agreement (collectively, "EIRs") will comply with the "Accessibility Standards" set forth in Title 1, Part 10, Rules 213.30 and 213.36 of the *Texas Administrative Code*. To the extent Respondent becomes aware that the EIRs, or any portion thereof, do not satisfy the EIR Warranty, then Respondent represents and warrants that it will, at no cost to TSTC, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Warranty; or (2) replace the EIRs with new EIRs that satisfy the EIR Warranty. Should TSTC notify Respondent in writing that the EIRs, or any portion thereof, do not comply with the EIR Warranty, and such non-compliance continues for a period of sixty days after such written notice to Contractor, then TSTC may terminate the agreement and Respondent will refund to TSTC, within thirty (30) days after the termination date, a prorated amount of any fees paid by TSTC for Services not yet properly rendered.
  - FERPA Protection of Confidential Data. If applicable, Respondent will abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act [FERPA 34 CFR § 99.33 (a)(2)]. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the Institution may use the information, but only for the purposes for which the disclosure was made. *Covered data and information (CDI)* includes paper and electronic student education record information supplied by TSTC, as well as any data provided by TSTC's students to the Respondent. Respondent acknowledges that the resulting agreement allows the Respondent access to CDI. Respondent agrees to hold CDI in strict confidence. Respondent shall not use or disclose CDI received from or on behalf of TSTC (or

its students) except as permitted or required by the agreement, as required by law, or as otherwise authorized in writing by TSTC. Respondent agrees not to use CDI for any purpose other than the purpose for which the disclosure was made. Upon termination, cancellation, expiration or other conclusion of the agreement, Respondent shall return all CDI to TSTC or, if return is not feasible, destroy any and all CDI. Respondent shall, within one day of discovery, report to TSTC any use or disclosure of CDI not authorized by the agreement or in writing by TSTC. Respondent's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Respondent has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Respondent has taken or shall take to prevent future similar unauthorized use or disclosure. Respondent shall provide such other information, including a written report, as reasonably requested by TSTC.

- Protected Data Security. To the extent that 34 *Code of Federal Regulations* § 99.33(a)(2) is applicable, Respondent agrees to abide by the limitations on re-disclosure of personally identifiable information from education records. "TSTC Confidential Information" means records maintained by TSTC, and records obtained by Respondent from TSTC under the resulting agreement, including (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.

**Respectfully Submitted,**

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

## Attachment C - Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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>  <div style="border: 1px solid black; height: 150px; margin-top: 5px;"> <div style="position: absolute; top: 5px; left: 5px; font-size: small;">Date Received</div> </div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b> Name of person who has a business relationship with local governmental entity.                 </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 10px;"></div> <div> <b>2</b> 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.)                 </div> </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3</b> Name of local government officer with whom filer has employment or business relationship.                 </div> <div style="text-align: center; margin-top: 10px;"> <hr style="width: 30%; margin: 0 auto;"/>                     Name of Officer                 </div> <p style="margin-top: 20px;">This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 5px;"> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 5px;"> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 5px;"> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<div style="border: 1px solid black; padding: 2px;"> <b>4</b> </div>		
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <hr style="width: 80%; margin: 0;"/>                         Signature of person doing business with the governmental entity                     </div> <div style="width: 35%;"> <hr style="width: 80%; margin: 0;"/>                         Date                     </div> </div>		

**Attachment D – Addenda Checklist**

**ADDENDA CHECKLIST**

**Proposal of:** \_\_\_\_\_  
(Proposer Name)

**To:** TEXAS STATE TECHNICAL COLLEGE **RFP No.:** RFP-18-MH-002

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP:

(Initial blanks for any Addenda issued).

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

**Respondent:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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