

DIVISION OF FINANCE**Procurement Services****REQUEST FOR PROPOSAL****Service Desk Software Solution****RFP Main 20-0021****PROPOSAL MUST BE RECEIVED BEFORE:****2:00 p.m. CST on May 20, 2020****MAIL PROPOSAL TO:**

Texas A&M University
Procurement Services
P. O. Box 30013
College Station, TX 77842-3013

HAND DELIVER AND/OR EXPRESS MAIL TO:

Texas A&M University
Procurement Services
Purchasing & Stores Building
Agronomy Road
1477 TAMU
College Station, TX 77843-1477

Show RFP Number, Opening Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at the **Texas A&M University Department of Procurement Services** before the hour and date specified for receipt of proposal.

Sealed proposals will be received until the date and time established for receipt.

REFER INQUIRIES TO:

Patty Winkler, C.P.M.
Assistant Director
Texas A&M University
Procurement Services
email: p-winkler@tamu.edu

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SECTION 1 INTRODUCTION

1.1 Introduction

Texas A&M University, subsequently referred to as TAMU, Transportation Services (TS) is seeking proposals and intends to enter into an agreement with a qualified vendor to provide an upgrade to our existing Service Desk Software Solution. The resulting pricing, terms and conditions shall be extended to Texas A&M University (Texas A&M) and the Texas A&M University System Members (A&M System) and any other state agencies listed as institutions of higher education as defined by Section 61.003, Education Code, Government Code Section 2155.134. In the event an award is made, the individual agencies may or may not elect to use the agreement.

By submitting responses, each respondent certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each respondent also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Respondent.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1.2 Brief History and Current Organization

Opened in 1876 as Texas' first public institution of higher learning, Texas A&M University is a research-intensive flagship university with close to 69,000 students — including 9,500 graduate students — studying in more than 120 undergraduate and 240 graduate degree programs in ten colleges.

Transportation Services Today

- Texas A&M University Transportation Services employs approximately 166 full-time staff, 60 wage employees and 352 students.
- The Parking area of Transportation Services manages nearly 37,000 parking spaces – the largest of any university in the nation. These spaces are spread over 138 parking lots and five parking garages.
- The Transit area of the department transports an average of over 250,000 passengers per week during the fall and spring semesters, on and off campus.
- In order to accommodate the growing student population service hours have increased to approximately 140,000 in FY 2016.
- The department provides night and weekend shuttle service as well as game day shuttles and a free "Get to the Grid" shuttle for the public.
- Transportation Services maintains a Paratransit service for students, faculty and staff with permanent and temporary disabilities.
- The Transit area of Transportation Services also provides auxiliary charter service in the Bryan-College Station area to University departments and agencies, as well as local governmental agencies and school districts.
- Fleet Operations of Transportation Services leases over 700 University owned vehicles and operates a full maintenance facility maintaining over 1200 vehicles and an additional 3000 pieces of equipment. It also oversees fleet services for the entire A&M System.
- Transportation Services issues over 40,000 student and faculty/staff parking permits each year.
- Transportation Services is responsible for the installation and maintenance of all traffic signs and markings on University streets.
- Transportation Services now is responsible for addressing deferred maintenance needs on roads and sidewalk mainly associated with parking area.
- Proposed Operating Budget for FY16: \$34 million. The department is self-sufficient and receives income from permits, visitor parking and violations and fines. Departments are charged for annual rental of vehicles, maintenance and repair of vehicles and fuel.. The Transit area is dependent on the Student Advancement Fee and charges for bus charters.
- Services
 - Charter bus service
 - Para-transit service for faculty, staff and students
 - Fleet leasing and maintenance
 - Parking administration and enforcement
 - Shuttle bus service
 - TAMU System fleet management
 - Traffic planning and control

1.3 Scope of Work

Texas A&M University, subsequently referred to as TAMU, Transportation Services (TS) is seeking proposals and intends to enter into an agreement with a qualified vendor to provide an upgrade to our existing Service Desk Software Solution, which is an ITSM platform. Our current system has some limitations with the workflow design ability, handling emails, adding additional requestors and limited functionality to the mobile app as well as upgrades to the software. The requested upgrade solution shall include, but not limited to, the following requirements:

- Cloud-Hosted;
- Based on IT Service Management(ITSM) practices of the IT Infrastructure Language (ITIL) framework;
- A modern graphical user interface that is intuitive and easy to operate for our end users and administrators;
- The ability to customize the web portal for branding and the needs of our users and administrators;
- The ability to create custom categories for service request and incident management;
- The ability for our administrators to easily create custom views and filters on the fly;
- The ability to easily create workflows with drag and drop capabilities for service requests and incidents;
- Smart email interface that will not create new service requests when CC'd recipients reply;
- The ability to customize the service desk for IT issues as well as Customer Service usage;
- The ability to quickly and easily connect with other administrators to collaborate on issues even if we are in different units within the department while being able to maintain isolation where necessary;
- The ability to have shared ownership of service desk items;
- The ability to split service desk items into multiple issues yet tied together under the parent issue;
- The ability to link and/or merge items;
- The ability to easily design problem or request routing based on priority, customer group, etc.;
- The ability to set, manage, prioritize, and alert on Service Level Agreements (SLA);
- The ability to manage and track asset and software inventory and usage, to create custom fields for different asset types and software types, and to produce barcode labels for asset inventory;
- A configuration management database (CMDB) system that is based on ITIL best practices and integrates with service requests, incidents, asset tracking, and change management;
- The ability to perform change management according to ITIL best practices from change creation to completion, automate change board approvals, and create changes from requests and issues;
- The ability to gather information with and without an installed agent;
- A modern report system with a suite of built-in reports and that allows us to quickly and easily customize reports to suit our needs;
- The ability to add new users at time of service desk item creation rather than going through a separate process of creating users;
- A mobile app that is based on a responsive design that allows administrators to fully manage the service desk system, including asset inventory;
- Built-in integrations with other software such as Microsoft Team Foundation Server, Atlassian Jira Software Project Management, and TeamViewer, preferably at no additional cost;
- An Application Programming Interface (API) that allows us to easily integrate our in-house software with the service desk.

1.4 Term of Agreement

Once executed by the parties, this agreement will be in effect for a period of one (1) year, with the option to renew for an additional, four (4) years, one (1) year at a time if mutually agreed upon by both parties. All terms and conditions shall remain the same. If the renewal options are exercised, the successful vendor may increase their contract price to reflect the cost of providing services. A maximum percentage increase must be quoted for extension period. If proposer fails to indicate a maximum percentage increase, it will be assumed the percentage is zero (0%).

First Year Renewal: _____ %
Second Year Renewal: _____ %
Third Year Renewal: _____ %
Forth Year Renewal: _____ %

1.5 Award

Any agreement resulting from this RFP will be awarded all or none and shall adhere to the Evaluation Criteria described in Section 9.

1.6 Schedule of Events

The review and approval of RFPs is a multi-step process that requires variable amounts of time.

Responders are advised that the projected “Formal Execution of Agreement” date as listed in the “Tentative Timetable” may require extension.

Tentative Timetable

Deadline for Questions	May 6, 2020 @ 5:00 p.m. CST
Posting/e-mailing Addendum and Responses to Inquires.....	May 11, 2020 @ 5:00 p.m. CST
Deadline for Receipt of Proposals	May 20, 2020 @ 2:00 p.m. CST
Evaluation of Proposals Completed.....	May/June, 2020
Formal Execution of Agreement (Projected).....	June/July, 2020

**SECTION 2
REQUIREMENTS****2.1 Technical Proposal**

Provide a detailed plan on how you propose to furnish quality service based on your understanding of the current environment as described in Section 1.2 and the scope of work described in Section 1.3. The response shall clearly detail:

2.1.1 Company Experience/Background

2.1.1.1 Provide a listing of at least four (4) references with which your company has had a relevant contractual relationship with at any time in the past five (5) years, to include:

- Name of business
- Contact person from that organization in charge of the contract. Include name, title, telephone number and e-mail address of this individual.
- Explain in general terms what was provided

Please include any universities of similar size where similar assessments were conducted as listed in your proposal.

Texas A&M reserves the right to call to verify that similar services were provided and inquire about the reliability of the proposer's performance history. A negative reference may be grounds for disqualification.

2.1.1.2 Provide an explanation of your company's experience with contracts of similar magnitude and scope as specified within this RFP.

2.1.1.3 Provide the number of years your company has been in business, type of business structure (sole-proprietorship, partnership, corporation, and/or other), and annual sales volume company wide.

2.1.1.4 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), circumstances, and prospects for resolution.

2.1.1.5 Will you provide a copy of your company's audited financial statements for the past two (2) years, if requested by Texas A&M?

2.1.1.6 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

2.1.1.7 Provide details of any open, current or pending litigation or claims filed against your company and indicate how this may impact your company's performance under an agreement with Texas A&M.

2.1.2 General Requirements

2.1.2.1 Provide a detailed overview of your solution that includes all requirements as listed in Section 1.3.

2.1.2.2 Indicate reporting capabilities available and provide samples of available reports.

2.1.2.3 Provide a detailed listing of all equipment required for solution.

2.1.2.4 Provide a detailed timeline for the implementation of the system upgrade.

SECTION 3
GENERAL INFORMATION**3.1 Submittal Deadline and Location**

3.1.1 All responses must be received by Texas A&M no later than **Wednesday, May 20, 2020 @ 2:00 p.m. CST**

Late responses properly identified will be returned to Respondent unopened. Late responses will not be considered under any circumstances.

3.2 Submittal Instructions

3.2.1 Proposals including Execution of Office (Section 6) must be signed by Respondent's company official authorized to commit such proposals. Failure to sign the Execution of Offer may be basis for proposal disqualification. Digital signatures are acceptable.

3.2.2 Complete proposals may be submitted in the following two options:

Option 1 One (1) Electronic Copy submitted via email to tamuaggiebid@tamu.edu with the subject line "RFP Main 20-0021; Service Desk Software Solution – paw".

Option 2 One (1) Electronic Copy submitted via our electronic bid system, AggieBid at the following link - <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=TAMU>. NOTE: Respondents that submit their RFP response via AggieBid must be a registered vendor. If you need assistance with vendor registration, please reach out to vendorhelp@tamu.edu.

All electronic copies must either be in **Microsoft Office software or Adobe Portable Document Format (PDF)**. All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif. We prefer image files to already be inserted as part of a document such as a PDF. Individual image files on the CD must be clearly named and referenced in your proposal response

NOTE: Digital signatures are acceptable.

Please create a text file in your root directory titled "table of contents.txt" that contains a brief explanation of the files and their layout found on the disc.

3.2.3 An unreadable electronic copy due to incorrect format may reflect negatively on your proposal.

3.2.4 Facsimile (Fax) responses to this RFP are not acceptable.

3.2.5 Texas A&M shall not be responsible for failure of electronic equipment or operator error.

3.3 Texas A&M Contacts

All questions must be sent by email to:

Patty Winkler, C.P.M.
Assistant Director
p-winkler@tamu.edu

Texas A&M specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individuals. **Deadline for questions is May 6, 2020 @ 5:00 p.m. CST.**

3.4 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and e-mailed, faxed or mailed to all parties recorded by Texas A&M as having received a copy of the RFP. All such addenda issued by Texas A&M prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in their proposal.

Only those Texas A&M replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

3.5 Electronic State Business Daily Website

It is the responsibility of interested vendors to regularly check the ESBD for any possible addenda to this project. The RFP is inclusive of all addenda issued.

<http://www.txsmartbuy.com/sp>

3.6 Open Records

Texas A&M considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government code, Chapter 552) after an agreement is awarded.

Respondents are hereby notified that Texas A&M strictly adheres to all Statutes, court decisions and the opinions of the Texas Attorney General regarding the disclosure of RFP information.

3.7 Terms and Conditions

The Terms and Conditions (ref. Section 4) shall govern any Agreement issued as a result of this solicitation RFP.

Additional or attached terms and conditions which are determined to be unacceptable to Texas A&M may result in the disqualification of your proposal. Examples include, but are not limited to, liability for payment of taxes, subjugation to the laws of another State, and limitations on remedies.

3.8 Proposal Components

The following documents are to be returned as part of your proposal submittal:

- ✓ Signed Execution of Offer (See Section 6)
- ✓ References (See Section 2.2)
- ✓ Technical Proposal (See Section 2)
- ✓ Respondent's Questionnaire (See Section 7)
- ✓ Pricing (See Section 8)
- ✓ Non-Collusion Affidavit (See Section 10)
- ✓ One electronic copy (See Section 3.2.2)

SECTION 4

GENERAL TERMS AND CONDITIONS

4.1 General

These General Terms and Conditions shall be made a part of and govern any Agreement/Purchase Orders resulting from this Request for Proposal.

Each response should be prepared simply and economically, providing a straightforward and concise description of Respondent's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content and responsiveness to the offer requirements.

In accordance with Texas Education Code 51.9335, Texas A&M University shall make the award based on, but not limited to, the following best value criteria: The purchase price; The reputation of the vendor and of the vendor's goods or services; The quality of the vendor's goods or services; The extent to which the goods or services meet the institution's needs; The vendor's past relationship with the institution; The impact on the ability of the institution to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities; The total long-term cost to the institution of acquiring the vendor's goods or services; Any other relevant factor that a private business entity would consider in selecting a vendor; and The use of material in construction or repair to real property that is not proprietary to a single vendor unless the institution provides written justification in the request for bids for use of the unique material specified. Additionally, all respondents are hereby notified that Texas A&M shall consider all factors it believes to be relevant in the determination of the "Best Value" including, but not limited to: past experience, references, proposal, and price. Texas A&M's decision is final.

Responses are to be valid for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

4.2 Final Review and Approval

Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of the proposal.

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

The vendor hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

Questions should be directed to the Texas A&M Purchasing official identified in Section 3.3 of this Request for Proposal.

Proposals and any other information submitted by Respondent in response to this Request for Proposal shall become the property of Texas A&M.

Texas A&M will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation, product evaluations or demonstrations that may be made, unless otherwise expressly indicated.

Proposals which are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by Texas A&M at its option.

4.3 Definitions

Whenever the following terms are used in these General Terms and Conditions or in other documents the intent and meaning shall be interpreted as follows:

RFP shall mean Request for Proposal.

Proposal shall mean Respondents offer

Texas A&M shall mean Texas A&M University and other system parts.

Respondent shall mean the individual, partnership, corporation, or other entity responding to this RFP.

Vendor shall mean the individual, partnership, corporation, or other entity awarded an agreement for labor or for equipment & supplies under this RFP in accordance with the terms, conditions, and requirements herein.

Agreement shall mean an agreement, documented by written instrument, between Texas A&M and the successful respondent to provide chemical storeroom supply services to Texas A&M in College Station, Texas.

4.4 Time of Performance

Time is of the essence in the rendering of services. Seller agrees to perform all obligations and render services set forth per this proposal.

4.5 Default

In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the agreement with Texas A&M, Texas A&M may notify the Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Seller fails to remedy such failure or default within the ten (10) day period, Texas A&M shall have the right to cancel the agreement upon thirty (30) days written notice.

The cancellation of the Agreement, under any circumstances whatsoever, shall not effect or relieve Vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the agreement and such cancellation by Texas A&M shall not limit any other right or remedy available to Texas A&M at law or in equity.

4.6 Termination

4.6.1. For Convenience:

The agreement may be terminated, without penalty, by Texas A&M without cause by giving sixty (30) days written notice of such termination to the seller.

4.6.2. In no event shall such termination by Texas A&M as provided for under this Section give rise to any liability on the part of Texas A&M including, but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. Texas A&M's sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

4.7 Agreement Amendments

No modification or amendment to the agreement shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the agreement must be forwarded to the Texas A&M Purchasing Department for prior review and approval. Only the contract administrator within Strategic Sourcing & Purchasing Services or his/her designee will be authorized to sign changes or amendments.

4.8 Independent Vendor Status

Vendor agrees that Vendor and Vendor's employees and agents have no employer-employee relationship with Texas A&M. Texas A&M shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will Texas A&M furnish any medical or retirement benefits or any paid vacation or sick leave.

4.9 Right to Audit

At any time during the term of this agreement and for a period of four (4) years thereafter Texas A&M or duly authorized audit representative of Texas A&M, or the Texas A&M University System, at its expense and at reasonable times, reserves the right to incrementally audit Vendor's records and manufacturer's pricing relevant to all pricing provided under this agreement. In the event such an audit by Texas A&M reveals any errors/overpayments by Texas A&M, Vendor's shall refund Texas A&M the full amount of such overpayments within thirty (30) days of such audit findings, or Texas A&M at its option, reserves the right to deduct such amounts owing Texas A&M from any payments due Vendor..

4.10 Sales and Use Tax

Texas A&M, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Seller may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

4.11 Observance of Texas A&M Rules and Regulations

Vendor agrees that at all times its employees will observe and comply with all regulations of the University, including but not limited to parking and security regulations.

4.12 Non-Disclosure

Vendor and Texas A&M acknowledge that they or their employees may, in the performance of the resultant agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Seller or Texas A&M unless required by law.

4.13 Publicity

Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of Texas A&M's name in connection with any sales promotion or publicity event without the prior express written approval of Texas A&M.

4.14 Severability

If one or more provisions of the resultant agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

4.15 Non-Waiver of Defaults

Any failure of Texas A&M at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of Texas A&M at any time to avail itself of same.

4.16 Governing Law

This agreement shall be construed and governed by the laws of the State of Texas.

4.17 Intellectual Property

Pursuant to the Agreement, the University will license specified uses of certain of its intellectual property and assets during the Term of the Agreement, as contemplated herein. However, Texas A&M shall, in all cases, retain exclusive ownership of any and all such intellectual property and assets, including any and all derivative property and assets developed during the Term of the Agreement. The Proposer shall acknowledge Texas A&M's ownership of its intellectual property in the Agreement and shall agree to assign any and all such intellectual property to Texas A&M at the expiration or termination of the Agreement, if requested by Texas A&M.

SECTION 5 CONTRACTUAL REQUIREMENTS

5.1 Texas Public Information Act

Respondent acknowledges that Texas A&M University is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Respondent's written request, respondent will promptly provide specified contracting information exchanged or created under any resultant agreement for or on behalf of Texas A&M University. Respondent acknowledges that Texas A&M University may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Respondent agrees that this Agreement can be terminated if Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

5.2 Indemnification

Vendor agrees to indemnify and hold the State of Texas, the Board of Regents of Texas A&M University System, Texas A&M, their officers, employees, and agents (the Indemnified Parties) harmless from and indemnify each against any and all liabilities, actions, damages, suits, proceedings, judgments, and costs (excluding attorney's fees) for claims resulting from the acts or omissions of Seller or the acts or omissions of others under Seller's supervision and control.

5.3 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by vendor for the performance of services associated with and pertinent to the resultant agreement shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of the State.

5.4 Alternative Dispute Resolution

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Owner and Company to attempt to resolve any claim for breach of contract made by Company that cannot be resolved in the ordinary course of business. Company shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer, Texas A&M University, who shall examine Company's claim and any counterclaim and negotiate with Company in an effort to resolve the claim.

5.5 Prohibition Involving Human Trafficking

A state agency may not accept a proposal or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the proposal or award, has been convicted of any offense related to the direct support or promotion of human trafficking. A proposal award subject to the requirements of this section must include the following statement: "Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

5.6 Not Eligible for Rehire

Respondent is responsible to ensure that employees participating in work for Texas A&M University have not been designated by The Texas A&M University System ("TAMUS") as Not Eligible for Rehire as defined in TAMUS Policy 33.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement or any resultant agreement.

5.7 Boycotting Israel

To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, Respondent certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Respondent acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

5.8 Business with Certain Countries and Organizations

Pursuant to Subchapter F, Chapter 2252, Texas Government Code Respondent certifies it is not engaged in business with Sudan, Iran or a foreign terrorist organization. Respondent acknowledges its purchase order and/or contract with TAMU may be terminated and payment withheld if this certification is inaccurate

SECTION 6

EXECUTION OF OFFER**RFP MAIN #20-0021; Service Desk Software Solution**

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

6.1 Proposer Affirmation

Signing this proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer may be removed from all proposal lists. By signature hereon affixed, the proposer hereby certifies that:

- 6.1.1. 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 proposal.
- 6.1.2. The proposer is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 6.1.3. Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal 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.
- 6.1.4. 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, 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.
- 6.1.5. The proposer has not received compensation for participation in the preparation of the specifications for this Invitation for Proposal.
- 6.1.6. The proposer shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of proposer or any agent, employee, sub-Contractor, or proposer of proposer in the execution or performance of this purchase order.
- 6.1.7. Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 6.1.8. 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 proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Proposer: _____

Date of Employment with Proposer: _____

- 6.1.9. Proposer agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

6.2 Texas Family Code Section 231.006**Ineligibility to Receive State Grants or Loans, or Receive Proposals or Payments on State Contracts.**

- 6.2.1. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
 - 6.2.1.1. receive payments from state funds under a contract to provide property, materials, or services: or
 - 6.2.1.2. receive a state-funded grant or loan.
- 6.2.2. A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
 - 6.2.2.1. all arrearages have been paid; or
 - 6.2.2.2. the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- 6.2.3. Pursuant to Section 231.006 (c), Family Code, proposal should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the proposal. Proposers that have pre-registered this information on the GSC Centralized Master Proposers List have satisfied this requirement. If not pre-registered, attach name & social security number for each person. Otherwise this information must be provided prior to contract award.
- 6.2.4. "Pursuant to Section 231.006, Family Code, re: child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- 6.2.5. If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.
- 6.2.6. If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995. Amended by Acts 1995, 74th Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

EXECUTION OF OFFER

(continued)

6.3 Substitute W-9

Texas A&M University requires all companies and individuals (not employees or students) to have a Substitute W-9 form on file. This form is needed for IRS compliance.

Step 1: You can obtain the Substitute W-9 form from the Texas A&M University Financial Management Services website at:

<https://fmo.tamu.edu/media/395081/substitute-w9-2019.pdf>

Step 2: Vendor must fill out the form completely and mail the original to:

Texas A&M University
Financial Management Services
Accounts Payable
6000 TAMU
College Station, TX. 77843-6000

6.4 Direct Deposit

All vendors are encouraged to sign up for direct deposit. The direct deposit form is located at: <https://fmo.tamu.edu/media/395081/substitute-w9-2019.pdf>

6.5 Signature

Proposal should give Payee Identification Number (PIN) (Formerly Vendor ID), full firm name and address of proposer (enter in block provided if not shown). Failure to manually sign proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

This offer consists of pages number (1) through

Payee Identification Number (PIN): _____

Sole Owner should also enter social security No.: _____

Proposer/Company: _____

Signature (INK): _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

Other preferences as defined in TAC Title 34, Part 1, Chapter 20, Subchapter C Rule 20.38 (check any that are applicable)

- ☐ Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
- ☐ Agricultural products produced or grown in TX
- ☐ Agricultural products and services offered by TX bidders
- ☐ USA produced supplies, materials, or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas

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

SECTION 7
RESPONDENT'S QUESTIONNAIRE/COMPANY EXPERIENCE

The Respondent recognizes that in selecting a supplier, Texas A&M will rely, in part, on the answers provided in response to this Section 7. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. Texas A&M reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

7.1 Company Profile

a. Number of Years in Business: _____

Type of Operation: Individual_____ Partnership_____ Corporation_____ Government_____

Number of Employees: _____(company wide)

Number of Employees: _____(servicing location)

Annual Sales Volume: _____(company wide)

Annual Sales Volume: _____(servicing location)

- b. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with Texas A&M.
- c. Names of top management and key employees and each person's duties. Include the background and experience of these employees.
- d. If proposal includes subcontractors, preferably in the State of Texas, include a description of each subcontractor's corporate background and experience.

SECTION 8

PRICING WORKSHEET

8.1 Pricing

Provide detailed pricing for you offered solution.

SECTION 9 EVALUATION CRITERIA FOR AWARD

EVALUATION CRITERIA FOR AWARD

9.1 Evaluation Information

Texas A&M University will utilize an evaluation team for the evaluation of this RFP. Texas A&M University will evaluate and make the award on the proposal that is determined to be the “Best Value” to the State based on, but not limited to the criteria listed above.

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, Texas A&M alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

By submitting a proposal, Respondent acknowledges and accepts [a] the evaluation process, [b] the evaluation factors listed in the RFP Questionnaire, [c] the scope of this engagement (**Section 1**), [d] the terms and conditions of the Agreement (**Section 4**), [e] all other requirements and specifications set forth in this RFP, and [e] that some subjective judgments must be made by the University during this RFP process.

Should Texas A&M be unable to agree on final Agreement terms and conditions with the highest ranked proposer, a Texas A&M representative(s) will then negotiate with the second-ranked proposer or reissue the same or modified version of this RFP.

Texas A&M University reserves the right to reject any and all proposals.

9.2 Demonstration/Presentation

During evaluation, Texas A&M may request an on-site demonstration/presentation of proposer(s). The team may consider the demonstration/presentation in the evaluation criteria. The purpose of the on-site demonstration/presentations is for clarification or to amplify the materials presented in any part of your submission. However, vendors are cautioned that the evaluators are not required to request clarification; therefore, all submissions should be complete and reflect the most favorable terms available from the offer.

9.3 Evaluation Criteria and Weights

Each proposal shall be evaluated on the ability to meet the university’s minimum requirements in Section 2 and to provide the best value to the University. Proposal shall be evaluated by assigning points to each of the items below. The maximum number of points that can be assigned to each item being evaluated are as follows:

Evaluation Criteria	Possible Points
Services – Meeting scope of work and technical proposal	60
Qualifications, Experience and Company Information	15
Price and Fees – searches and any other associated costs	15
References	10
TOTAL POINTS	100

SECTION 10
NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "RESPONDENT"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other RESPONDENTS, or with any official of TEXAS A&M or any employee thereof, or any person, firm or corporation under contract with TEXAS A&M whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said TEXAS A&M, has paid or is to pay to any other RESPONDENT or to any of the aforementioned persons anything of value whatever, and that the RESPONDENT has not, directly or indirectly entered into any arrangement or agreement with any other RESPONDENT or RESPONDENTS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The RESPONDENT hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDENT, potential RESPONDENT, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other RESPONDENTS or potential RESPONDENTS, or to obtain through any unlawful act an advantage over other RESPONDENTS or TEXAS A&M.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the RESPONDENT without consultation with other RESPONDENTS or potential RESPONDENTS or foreknowledge of the prices to be submitted in response to this solicitation by other RESPONDENTS or potential RESPONDENTS on the part of the RESPONDENT, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned RESPONDENT and each person signing on behalf of the RESPONDENT certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of TEXAS A&M, nor any employee, or person, whose salary is payable in whole or in part by TEXAS A&M, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature _____

Respondent Name _____

Date _____

Subscribed and sworn to before me this
_____ day of _____, 2014.

Notary Public in and for the County of _____, State of

_____. My commission expires: _____

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

NOTE: Due to events surrounding COVID19; the notary requirement has been waived. Respondents must sign, date and return form with proposal response or your response will be disqualified.