

**REQUEST FOR PROPOSAL**

Weather Graphics System RFP # TDEM-RFP-1523

PROPOSAL MUST BE RECEIVED BEFORE:

4:00 p.m. CDT on December 27, 2024

NOTE: PROPOSALS must be submitted through AggieBid.

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=TAMU>

Please plan ahead and submit your proposal early just in case you have technical issues.

Pursuant to the Provisions of Texas Government Code Title 10, Chapter 2156.121 - 2156.127, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of proposers will be made public. Prices and other proposal details will only be divulged after the award if one is made.

REFER INQUIRIES TO:

Joanna K. Morgan, CTCD, CTCM
Contract Administrator II / HUB Coordinator
email: joanna.morgan@tdem.texas.gov

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SECTION 1

INTRODUCTION

1.1 Introduction

The Texas Division of Emergency Management (TDEM) is responsible for tracking and monitoring activities related to state mutual aid reimbursement and grant awards administered by the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and others. TDEM currently assists approximately 2,000 subrecipients in all phases of the response and award process and has over 10,000 individual subscribers to the current grants management system.

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

The Texas Division of Emergency Management (TDEM) coordinates the state emergency management program, which is intended to ensure the state and its local governments respond to and recover from emergencies and disasters and implement plans and programs to help prevent or lessen the impact of emergencies and disasters. TDEM implements programs to increase public awareness about threats and hazards, coordinates emergency planning, provides an extensive array of specialized training for emergency responders and local officials, and administers disaster recovery and hazard mitigation programs in the State of Texas.

TDEM is responsible for managing and administering federal, state, and other grants and funding to approximately two thousand (2,000) recipients throughout Texas. TDEM is responsible for administering FEMA's Public Assistance, Hazard Mitigation Assistance Grants, and Emergency Management Performance Grants (EMPG). TDEM also administers other grant and funding programs. TDEM currently utilizes EM Grants Pro to perform these functions.

In 2019, the 86th Texas Legislature passed legislation signed by Governor Abbott which transferred the Texas Division of Emergency Management from the Texas Department of Public Safety to The Texas A&M University System.

1.3 Scope of Work

The Texas Division of Emergency Management (TDEM) through this solicitation is requesting proposals for weather graphics hardware/software/data package that will ingest weather satellite, weather radar, weather observation, and weather forecast data and display it in a format that will be used in customizable briefings to emergency managers, as well as digital and social media posts. The system should be similar to what broadcast TV entities have for their weathercasts, except without all of the interfaces needed for TV station operations. Respondents should submit a synopsis of what they have available that would fit the above needs, the technical specifications of the system and its features, and an estimated cost for such a system.

1.4 Award

The intent of this RFP is to make a single award.

1.5 Contract Term

The original contract period for an agreement resulting from this RFP will be from the date of award for a period of approximately 8 months until August 31, 2025 with the option to renew for an additional four (4) one-year periods, providing all terms and conditions of the original agreement remain the same and the extension is mutually agreed upon by all parties.

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 dates as listed in the “Timetable” may require extension.

Timetable

EVENT	DATE
Issue RFP	December 3, 2024, at 8:00 AM CDT
Deadline for Submission of Questions	December 18, 2024, at 4:00 PM CDT
Answers to Questions Posted	December 21, 2024, at 4:00 PM CDT
Deadline for Submission of Proposals	December 27, 2024, at 4:00 PM CDT
Approximate Date for Vendor Presentations (if any)	TBD
Expected Contract Start Date	TBD

SECTION 2 REQUIREMENTS

2.1. Hardware, Software Support, Cybersecurity and Continuity of Operations Support, Program Support, and Other Requirements

2.1.1. Hardware

2.1.2. Software Support

2.1.3. Cybersecurity and Continuity of Operations Support

2.1.4. Program Support

2.1.5. Other Requirements

- Bidders are encouraged to suggest modifications for any listed hardware, software, cybersecurity/COOP or program support requirements detailed in the SOW that will help ensure a successful project implementation.

2.2. Technical Proposal

Respondents must provide a technical proposal that is organized by the four proposal areas detailed below:

2.2.1. Vendor & Key Personnel Qualifications

Respondents must provide a written narrative (10 pages maximum) that provides a company background, examples of key clients and installations, summary of financial stability, and generalized description of products and services offered by the vendor. Respondents may provide links to websites and other product resources to further illustrate their products, services, and capabilities.

- Summarize why the Respondent is the best company to provide the necessary services including your business experience completing such tasks.
- Provide a detailed overview of your company's ability to provide required services.
- Provide an overview of previous fulfillment of services in similar circumstances.
- Provide resumes for key individual(s) that would be associated/committed to the project.

2.2.2. Scope of Work Proposal

2.2.3. Price

Respondents must provide a price breakdown listing for all proposed products and services, including system migration, required to accomplish the scope of work. The price breakdown listing must clearly indicate whether the proposed pricing is a monthly, annual, one-time service fee, etc.

2.2.4. Value Proposition & Additional Enhancements

Summarize the overall value proposition of the proposal and the vendor's qualifications. The bidder may optionally propose additional enhancements that are not listed in the scope of work as no cost or additional fee add-ons.

2.3. Invoicing

Invoicing shall be determined by TDEM. This includes frequency, invoice structure, and documentation requirements.

2.4. Specification Definitions

TERM	DEFINITION
Contract	Any Contract resulting from this solicitation, consisting of the Contract documentation as provided in Section B.3.2.
Contractor	Any Respondent awarded a Contract based on this Solicitation.
Subcontractor	Any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a Prime Contractor or another subcontractor,

SECTION 3 GENERAL INFORMATION

3.1 Submittal Deadline and Location

All responses must be received by TDEM no later than December 27, 2024, at 4:00 PM CDT.

Late responses will not be considered under any circumstances. TDEM shall not be responsible for failure of electronic equipment or operator error.

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.

3.2.2 Complete proposals may be submitted through the AggieBid portal.

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=TAMU>

NOTE: Respondents 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.

3.3 Texas Division of Emergency Contacts

All questions related to this RFP must be sent through the AggieBid portal to:

Bradley Jacobs, CTCM
Unit Chief, Contracts
bradley.jacobs@tdem.texas.gov

Joanna Morgan, CTCD, CTCM
Contract Administrator II / HUB Coordinator
Joanna.morgan@tdem.texas.gov

TDEM specifically requests that Respondents restrict all contact and questions regarding this RFP to the above-named individuals. **Deadline for questions is August 9, 2024, at 4:00 PM CDT. ALL QUESTIONS MUST BE SUBMITTED THROUGH AGGIEBID PORTAL.**

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 posted in AggieBid portal. All such addenda issued by TDEM 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 TDEM 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 ESDB for any possible addenda to this project. The RFP is inclusive of all addenda issued.

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

3.6 Open Records

TDEM 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 TDEM 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

TDEM's Terms and Conditions shall govern any Agreement issued as a result of this solicitation. The requirements specified in this scope of work, the overall contract issued by TDEM, and TDEM's Terms and Conditions will always supersede whatever provisions or terms and Conditions the Vendor/Respondent has in any End User License Agreement (EULA), Service Level Agreement (SLA), or any other agreement or document issued by the Vendor/Respondent unless the Vendor/Respondent objects to specific scope of work requirement(s) or Terms and Conditions in writing and TDEM agrees to either waive the requirement or accept an alternative requirement(s) in writing.

Additional or attached terms and conditions included by the Respondent in their response which are determined to be unacceptable to TDEM 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, payment of attorney fees or legal expenses, indemnification, limitations on liability or remedies, and arbitration requirements.

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 2.1.1.3)
- ✓ Technical Proposal (See Section 2)
- ✓ Certificate of Insurance (See Section 5)
- ✓ Respondent's Questionnaire (See Section 7)
- ✓ Non-Collusion Affidavit (See Section 10)
- ✓ Pricing (See Section 8)
- ✓ HUB Subcontracting Plan (See Section 5)
- ✓ Any Addendums, if applicable

FAILURE TO SUBMIT ANY OF THE ABOVE WILL RESULT IN PROPOSAL DISQUALIFICATION.

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, TDEM 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;**
- **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 TDEM 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. TDEM'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, 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 TDEM official(s) identified in Section 3.3 of this Request for Proposal.

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

TDEM 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 TDEM 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.

Agency shall mean the Texas Division of Emergency Management.

Texas A&M shall mean Texas A&M University and all System members.

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 the formal Contractual Agreement entered into between TDEM and the Vendor as a result of this RFP by means of purchase order and/or separate written contract.

4.4 Time of Performance

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

4.5 Default

With the exception of delivering the completed application platform and all application and data conversions for user acceptance testing by thirty (30) days after award which is covered in Section 4.5, in the event that the Vendor fails to carry out or comply with any other terms and conditions of the agreement with TDEM, TDEM 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, TDEM 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 affect 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 TDEM shall not limit any other right or remedy available to TDEM at law or in equity.

4.6 Termination

4.6.1. For Convenience:

The agreement may be terminated, without penalty, by TDEM without cause by giving thirty (30) days written notice of such termination to the seller.

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

4.6.3. TDEM reserves the right to immediate cancellation, without penalty, due to non-performance.

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 TDEM Purchasing Department for prior review and approval. Only the CFO, Division Chief, Business 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 TDEM. TDEM 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 TDEM 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 TDEM or duly authorized audit representative of TDEM, 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 TDEM reveals any errors/overpayments by TDEM, Vendor's shall refund TDEM the full amount of such overpayments within thirty (30) days of such audit findings, or TDEM at its option, reserves the right to deduct such amounts owing TDEM from any payments due Vendor.

4.10 Sales and Use Tax

TDEM, as a member of the Texas A&M University System, 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 TDEM Rules and Regulations

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

4.12 Non-Disclosure

Vendor and TDEM 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 TDEM 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 TDEM's name in connection with any sales promotion or publicity event without the prior express written approval of TDEM.

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 TDEM 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 TDEM at any time to avail itself of same.

4.16 Governing Law

The substantive laws of the State of Texas (and not its conflicts of law principles), USA, govern all matters arising out of or relating to this Agreement and all the transactions it contemplates. Texas law shall govern regardless of any language in any attachment or other document that the Seller may provide.

4.17 Intellectual Property

Pursuant to the Agreement, the Agency will license specified uses of certain of its intellectual property and assets during the Term of the Agreement, as contemplated herein. However, TDEM 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 TDEM's ownership of its intellectual property in the Agreement and shall agree to assign any and all such intellectual property to TDEM at the expiration or termination of the Agreement, if requested by TDEM.

4.18 Venue

Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against The Texas A&M University System, any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located. At execution of this Agreement, such county is Travis County, Texas. The venue for any suit brought against The Texas A&M University System in federal court must be in the Houston Division of the Southern District of Texas.

SECTION 5

CONTRACTUAL REQUIREMENTS

5.1 Texas Public Information Act

Respondent acknowledges that TDEM 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 TDEM. Respondent acknowledges that TDEM 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 Insurance Requirements

- 5.2.1. The vendor is required to provide proof of insurance as part of their proposal. The vendor will be held strictly liable for any damage to TDEM property occurring during any installation.
- 5.2.2. Vendor shall not commence work until all the insurance specified hereunder has been obtained and certificates of such insurance have been filed with and accepted by TDEM. Insurance coverage shall provide for a thirty (30) day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance enforce must include a notice that the policy or policies do contain this provision. Acceptance of insurance certificates by TDEM shall not relieve or decrease the liability of the vendor. Unless otherwise specified, the vendor shall provide and maintain, until the work included in this Request for Proposal is completed and accepted by TDEM.
- 5.2.3. Certificates of Insurance **MUST BE SUBMITTED THROUGH AGGIEBID PORTAL.**

5.3 Indemnification

Vendor agrees to indemnify and hold the State of Texas, the Board of Regents of Texas A&M University System, Texas A&M, TDEM and 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.

5.4 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.

5.5 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 Vendor to attempt to resolve any claim for breach of contract made by Company that cannot be resolved in the ordinary course of business. Vendor shall submit written notice of a claim of breach of contract under this Chapter to the TDEM Chief Financial Officer, who shall examine Company's claim and any counterclaim and negotiate with Vendor to resolve the claim.

5.6 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."

5.7 Not Eligible for Rehire

Respondent is responsible to ensure that employees participating in work for TDEM 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.

5.8 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.

5.9 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 TDEM may be terminated and payment withheld if this certification is inaccurate.

5.10 Billing Resolutions

In the case of a problem with a disputed invoice or charge, the Respondent will provide necessary information, i.e., duplicate invoice, shipping information, and proof of delivery at no extra charge to TDEM within 5 business days of request. All credit memos will reflect the purchase order number and the original invoice number in which the charge was initiated.

5.11 Payment

Payment schedule to be agreed upon prior to formal execution of agreement.

Payment shall be made within thirty (30) days after acceptance of goods and/or services and receipt of invoice, whichever is later, and according to the agreed upon schedule. TDEM will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

TDEM will only make payment for goods and services actually received.

TDEM may withhold any money claimed to be due by the Respondent until the terms of the Agreement have been fulfilled and the work of the Respondent has been accepted.

5.12 HUB Subcontracting Plan

It is the policy of the State of Texas and TDEM to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB Program is to promote equal access and equal opportunity in TDEM contracting and purchasing.

Subcontracting opportunities are anticipated for this Invitation for Bid/Request for Proposal and therefore a HUB Subcontracting Plan (HSP) is required. Failure to submit a comprehensive, acceptable HSP will be considered a material failure to comply with the requirements of the [Invitation for Bid/Request for Proposal] and will result in rejection of the submittal. The HSP shall be submitted with the [Invitation for Bid/Request for Proposal] response by the date and time specified.

If HUB subcontractors are being used, upon award of the contract the Prime Contractor will be required to submit periodic HUB Subcontracting Plan Prime Contractor Progress Assessment Reports. Frequency of submission will be determined through consultation with the TDEM Program manager and Contract Administrator.

For information regarding the HUB Subcontracting Plan requirements, please contact Joanna Morgan, the TDEM HUB Coordinator via email at Joanna.morgan@tdem.texas.gov. Documents attached are the State of Texas HUB Subcontracting Plan form, HSP Quick Checklist, and Prime Contractor Progress Assessment Report (PAR) form. The State of Texas HSP forms can also be found at the following site: <http://www.window.state.tx.us/procurement/prog/hub/hub-forms>

SECTION 6

EXECUTION OF OFFER

RFP # TDEM-RFP-1523

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 following 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 following a written repayment agreement or court order as to any existing delinquency.
- 6.2.3. Pursuant to Section 231.006 (c), Family Code, the proposal should include the 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 the 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

TDEM 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 (X)

Payee Identification Number (PIN or EIN): _____

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, and 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, TDEM 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. TDEM reserves the right to contact each, and every reference listed below and shall be free from any liability to the 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: _____ ***(companywide)***

Number of Employees: _____ ***(servicing location)***

Annual Sales Volume: _____ (companywide)

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 TDEM.
- c. 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), details, circumstances, and prospects for resolution.

SECTION 8 PRICING

1.1 Pricing

Respondent shall provide a detailed cost associated with providing the specific services to TDEM on an Indefinite Delivery/Indefinite Quantity basis, as outlined within Section 1 and 2.

1.1.1 Pricing Structure – Firm Price with Escalation

Contract prices must be constant, firm, fixed prices for each 12-month period of the contract. Annually, if TDEM exercises the optional renewal for another 12-month period, the vendor may request an increase in pricing. Such request must be in writing and specify which line items of the contract are increasing in price, what that increase is and the new price for that line item. The price of a line item in the contract may not be increased by more than 3.00%. However, if a Vendor offers or provides a lower price to any customer for the same goods or services, under the same terms and conditions provided for TDEM, the Contractor must provide the same lower price to TDEM.

All requests for price increase must be sent to the TDEM technical point-of-contact and the contract administrator noted in the contract resulting from an award of this RFP and received no later than 30 days prior to the contract renewal date.

SECTION 9

EVALUATION CRITERIA FOR AWARD

9.1 Evaluation Information

TDEM will utilize an evaluation team for the evaluation of this RFP. TDEM 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 the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, TDEM 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 and 2**), [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 Agency during this RFP process.

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

TDEM reserves the right to reject any and all proposals.

9.2 Demonstration/Presentation

During evaluation, TDEM 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

Respondents must be able to meet the deadline listed in Section 1.3. An answer of “NO” to the question, “Can you deliver the completed application platform and all application and data conversions for user acceptance testing within 30-days after award?” in the “Questions” section of TDEM-RFP-1523 online will result in disqualification. If a Respondent indicates they can meet the required deadline, then each proposal shall be evaluated on the ability to meet the agency’s minimum requirements in Section 2 and to provide the best value to the Agency. Proposals 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
Qualifications and experience of the vendor and assigned key personnel	30
Quality and completeness of the scope of work proposal	30
Price	30
Proposed value proposition & additional enhancements	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 TDEM or any employee thereof, or any person, firm or corporation under contract with TDEM whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said TDEM, 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 TDEM.

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 TDEM, nor any employee, or person, whose salary is payable in whole or in part by TDEM, 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 _____, ____.

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 COVID-19; the notary requirement has been waived. Respondents must sign, date, and return the form with proposal response or your response will be disqualified.

Appendix A – Insurance Requirements

Vendor shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. Except for Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to TDEM and Texas A&M. By requiring such minimum insurance, the Agency shall not be deemed or construed to have assessed the risk that may be applicable to the Vendor under this Agreement. Vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Vendor is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to TDEM at least ten days before the effective date of the cancellation.

Insurance:

Coverage	Limit
A. <u>Worker's Compensation</u>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for TDEM. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

C. Commercial General Liability

Each Occurrence Limit	\$2,000,000
General Aggregate Limit	\$3,000,000
Products / Completed Operations	\$2,000,000
Personal / Advertising Injury	\$2,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures Vendor's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and the Texas Division of Emergency Management as additional insureds.

D. Vendor will deliver to TDEM:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Vendor under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, except for worker's compensation and employer's liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, the Texas A&M University System and Texas Division of Emergency Management as Additional Insured up to the actual liability limits of the policies maintained by Vendor. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and TDEM. No policy will be canceled without unconditional written notice to TDEM at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to TDEM ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this section.

Any deductible or self-insured retention must be declared to and approved by TDEM prior to the performance of any services by Vendor under this Agreement. Vendor is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement **MUST BE SUBMITTED THROUGH AGGIEBID PORTAL.**

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by TDEM in writing.

Attachment A – HUB Subcontracting Plan

The HUB Subcontracting Plan (Pages 1-10)

All respondents are required to return a HUB Subcontracting Plan with their proposal. Failure to return a HUB Plan or if HUB Plan is not approved, will result in your entire response being disqualified.