PROCUREMENT SERVICES

TEXAS TECH
Administration & Finance
Financial & Business Services

Request for Proposal ("RFP") Number:

2026-1165



RFP Name:

Travel Management Company

RESPONSES MUST BE RECEIVED BEFORE:

1:00 PM Central, Click or tap to enter a date.

https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=TexasTech

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SECTION 1:
SCOPE OF WORK

1.1 Objectives

Texas Tech University ("TTU") is seeking qualified Travel Management Companies to plan and manage the travel arrangement needs of the University. Travel management services ("Services") include, but are not limited to the following areas of service:

1.1.1 The account management of car rentals, airlines, hotels, and other travel services supporting TTU's various individual and group domestic and foreign travel needs.
1.1.2 Partnership with TTU's Procurement Services to execute and manage discounted master agreements for various travel services such as hotels, rental cars, and airlines, and other travel services (ride share, buses, etc.).
1.1.3 Ensure compliance with State of Texas and federal travel regulations.
1.1.4 Management of logistical support Services for customized Study Abroad programs (optional).

TTU may award Contracts to one or more Proposers to accommodate the various Service needs of TTU. The goal of this RFP is to ensure TTU receives best value, manage costs, increase process efficiencies, and ensure the safety of TTU faculty, staff, students, and guests, while also improving overall customer service. The scope of this RFP may also includes the TTU System Administration.

Proposers are not required to submit responses to the full scope. TTU welcomes responses covering partial scopes (e.g. airline only or booking tool only).

Travel needs include, but are not limited to:

i. Individual domestic and/or international travel;
ii. Group domestic and/or international travel; groups are defined as ten (10)or more travelers.
iii. Air charters in compliance with TTU System *Regents Rules Chapter 07*;
iv. Bus charters (subject to TTU's approval and standard risk compliance);
v. Conference, workshops, retreat, and convention groups/spaces (hotel blocks and meeting space);
vi. Research groups/spaces;
vii. Competition teams;
viii. Booking tools;
ix. Travel agency services; and
x. Study abroad programs; other travel logistics and benefits.

1.2 Proposer Requirements

1.2.1 The Proposer(s) will be expected to attend regular (at least annual) meetings with the TTU Travel Services Office and other TTU representatives. The Travel Services Office will serve as the primary point of contact for the Proposer if awarded a contract.
1.2.2 The Proposer must operate within the requirements of TTU's travel policies. TTU's current travel policy can be viewed on Operating Policies & Procedures | Operating Policies & Procedures | TTU.
1.2.3 The Proposer will operate within the requirements of the State of Texas' travel policies Textravel.
1.2.4 When federal funds are used, the Proposer will operate within the requirements of the General Services Administration's and the federal government's requirements. Per diem rates | GSA. Federal travel regulation | GSA
1.2.5 Provide marketing and support services for the implementation and ongoing campus adoption of the booking tool.
1.2.6 Proposer's offices should be open during normal business hours, 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, with support through a twenty-four-hour hotline or website for after-hours emergencies, reservations, and changes, allowing for both domestic and international access.
1.2.7 Proposer will provide email or electronic confirmation of reservation number(s), itinerary, and any other pertinent information to travelers. Itineraries will include the toll-free telephone number for

24-hour service.

1.2.8 TTU shall not be required to use a travel agency for travel. Use of the travel agency by TTU travelers is highly recommended for international travel and group travel.

1.2.9 Proposer will have access to TTU-executed and adopted contracts including State of Texas travel contracts and cooperative contracts, if applicable (ex. E&I, UT Alliance, etc.).

1.2.10 Proposer will have the ability to arrange group travel for various sized groups, including cheer teams and the band, and require that these events are obtained at the most economical cost, but with safety as a primary factor, for TTU.

1.2.11 The Proposer shall consult TTU's Travel Services Office in obtaining best value contracts and assist in analyzing proposed contracts.

1.2.12 The Proposal shall provide monthly reports to TTU in an agreed-upon format for all travel booked through the Proposer.

1.2.13 Proposer will participate in travel meetings, trainings or travel-related events for travelers as requested by TTU.

1.2.14 Proposer will have procedures to continuously monitor the quality and costs of travel services provided to TTU under contract(s) to be awarded pursuant to this RFP.

a. Quality assurance programs will include reminders to use TTU policies, discounts, and contracts, and ensure reservation accuracy.
b. Quality assurance program, must also include a compliant resolution system that handles problems and complaints quickly and effectively.

1.2.15 Proposer will have sufficient facilities and experienced and dedicated agents assigned to TTU to assure prompt, reliable service to TTU travelers. Proposer's staff will have experience booking for higher education travel and will include group specialist for both domestic and international travel. Phone system and email system will allow direct access to a particular agent with a backup receptionist or voice mail. Proposer will maintain a current TTU-dedicated website/portal with TTU travel program related contprogram-related content, travel information, and agent contacts.

1.2.16 Proposer will have systems in place to maintain and reconcile the monthly ghost card or virtual card statements (e.g. for direct booking tools) against actual travel occurrences.

a. TTU utilizes Emburse Enterprise system, a expense management and reimbursement software.
b. The electronic file will be used to create an automated, detailed feed into TTU's Emburse Enterprise system.
c. Proposer will assist in resolving disputed charges on TTU's Ghost Card account. Electronic files include the information about the tickets issued (traveler name, TTU department, airline, ticket number, itinerary, fares, taxes, requisition number, index number, account code, dates, etc.) to provide TTU the ability to bill the cost back to traveler's department index.

1.2.17 This data will be provided electronically, or in a format approved by TTU. Data will be available by the fifth day of each month for the preceding month. The ticket date must agree with the ghost card or virtual card charges for that billing cycle.

1.2.18 Proposer must submit a description of the Proposer's experience performing projects similar in type and magnitude to the subject of this RFP. Proposals must include the Proposer's experience supporting business travel for higher education customers, as well as experience booking group and international travel. Include the volume of these types of transactions. Preference for agencies with current experience supporting business travel for large corporate and higher education institutions.

1.3 Optional Requirements

Optional requirements should be listed with any TTU-required costs. TTU is not obligated to any optional requirements, and no optional requirements shall be required to contract with the Proposer.

1.3.1 The ideal Proposer will have the functionality to feed transactions to Emburse Enterprise for reconciliation by TTU travelers.

1.3.2 TTU will entertain the use of a booking tool with integration ability into Emburse Enterprise.

a. The booking tool must comply with all State of Texas technology requirements including, but not limited to, TxRamp, accessibility, and security.
b. Contain both a ti, which includes payment by personal credit card, direct billing with

contracted vendors (ex., allows for multiple billing/payment options which include payment by personal credit card, direct billing with contracted vendors (e.g.. Southwest Airlines), and TTU ghost card.

c. Provide TTU support that includes unlimited training on the use and functionality of the booking tool, online support, and a printable user guide at no additional charge.
d. Support and recognize TTU's travel contracts.

1.3.3 Proposer will make available to TTU any additional mobile features, booking tools, or management applications not specifically mentioned that Proposer believes would be useful to TTU.

1.3.4 Proposer may have risk management program to provide alert service for official travel warnings, report to identify impacted travelers, and emergency response services

1.4 TTU's Travel Services Metrics

1.4.1 TTU had an approximated spend of $1,281,027.53 in car rentals, $4,824,913.87 in airline tickets, and $4,564,266.56 in hotel reservations. Study Abroad programs are not included in these amounts as they are typically paid for directly by the students. The totals also do not include TTU Athletics' student and group travel which is managed by Anthony Travel. Domestic travel made up 85.57% of all FY25 travel arrangements (in compliance with State of Texas guidelines, travel to Canada, Mexico, and US Territories are coded as domestic travel.).

1.4.2 Foreign travel made up 14.43% of all FY25 travel arrangements. Foreign travel is restricted on some funding types.

1.4.3 TTU travel is booked and then reconciled within TTU's Emburse Enterprise system. The TTU Travel Services Office oversees the travel program and Emburse Enterprise system and the compliance of travel with state, federal, and TTU policies.

1.5 Car Rentals, Airlines, Hotels, and Other Travel Support Services

1.5.1 For both domestic and international travel, Proposer will schedule, book, and ticket air, rail, and ground transportation to offer the lowest available fare to meet the arrival, departure, layover times, and destinations required by the TTU traveler(s). Payment for TTU business travel expenses will be made at the time of purchase via TTU's ghost card. Any itinerary including personal time requires a business-only comparison quote. Costs that exceed the business-only quote require payment with traveler's personal credit card at the time of ticketing.

1.5.2 In order to keep the level of unused tickets to a minimum, Proposer will have a system for managing unused and non-refundable tickets. Unused ticket information will be attached to a traveler's profile while traveler receives email reminders reminding them of value and expiration.

1.5.3 Proposer will ascertain from the traveler the source of travel funding. All international travel funded from federal sources must comply with the Fly America Act. Exceptions to this policy may be granted by TTU's Travel Services Office.

1.5.4 Proposer will schedule, book and ticket air, rail and ground transportation for both domestic and international travel. For air travel, the Proposer will quote the lower published fares available that meets the traveler's needs. Some fares are restricted and TTU will not be liable for additional costs (the traveler may have to personally pay the portion for the additional charge). Proposer will provide all information concerning restricted fares to include the penalties and/or restrictions.

1.5.5 Proposer will help the traveler to arrange seat assignments as part of the booking/ticketing process, to the extent allowed by the particular carrier. TTU may not cover the additional costs for some seat arrangements (the traveler may have to personally pay the portion for the additional charge).

1.5.6 Proposer will assist in negotiating discounted rates with airlines, hotels, and car rental vendors.

1.5.7 Proposer will allow cancellation and provide refunds of travel costs where possible.

1.5.8 Personal travel may be combined with business travel. If this is the case, any travel other than TTU-related business travel (personal travel) will be charged directly to the traveler and not to TTU. Proposer may charge additional fees to the traveler for arranging personal travel when combined with business travel.

1.5.9 Proposer will have a system to monitor the fares of tickets purchased or reserved by TTU on a scheduled basis. This would be used to reissue tickets where fares have decreased and to issue tickets before fare increases.

1.6 International Travel

International travel substantially involves more risk. All international travel requires review by TTU's Office of Export Controls and Office of International Affairs prior to being approved. TTU will not be obligated for any trip that does not receive the proper approval.

International Affairs | International Affairs | TTU

Export and Security Compliance | Research Home | TTU

TTU currently operates an extensive Study Abroad program. More information can be found on the following website. TTU is seeking resources to help facilitate and improve the study abroad program and assist in managing the risk associated with international travel.

Study Abroad | International Affairs | TTU | International Affairs | TTU

1.7 Financial and Operational Capability

1.7.1 Proposer must submit sufficient evidence of financial capability to meet the responsibilities to perform the Contract which may include balance sheets, income statements, financial statements, independent financial compilation/review or other financial information whereby TTU can determine Proposer's credit rating or financial capability. It will be at TTU's sole discretion to determine if evidence submitted is sufficient to determine financial capability or to deem a Proposer responsible to perform under a contract. TTU reserves the right to request further information as needed for clarification purposes. The successful Proposer to which the contract is awarded may, at the discretion of TTU, be required to provide periodic (in no case more than two (2) times per year) updates to the financial capabilities report submitted pursuant to this RFP.

1.7.2 Proposer must submit sufficient evidence of operational capabilities including, but not limited to: technology outlines, staffing plans, and additional resources such as call centers, websites, etc. to support TTU's growing travel programs.

1.7.3 Licenses – The Proposer shall provide evidence of all applicable licenses and certifications for the organization and any staff supporting TTU.

1.8 Alternate Proposals

TTU may consider alternate Proposals submitted by Proposer that expand or differ from these specifications. Proposers submitting alternate Proposals should (i) clearly identify any exceptions taken to the Specifications set forth in this RFP and (ii) include a detailed description of the alternative(s) proposed. The Proposer may suggest additions to the specifications set forth in this RFP, and all such suggestions must be clearly defined. Alternate Proposals should be submitted as attachments to the Proposal. Alternate Proposals shall meet the same mandatory requirements and shall be in the same format as the Proposal's base format.

SECTION 2
PROPOSAL REQUIREMENTS

2.1 Mandatory Requirements/Conditions

2.1.1 Proposer(s) are required to understand TTU's Operating Policies and Procedures
2.1.2 Safety of the travelers shall be the priority of the Proposer(s) while planning travel schedules.
2.1.3 Proposer(s) will designate an account manager who shall be responsible for the customer service and performance of the Proposer.
2.1.4 Proposer(s) shall establish a method of receiving service feedback to maximize process efficiency.
2.1.5 Proposer(s) shall provide management of travel changes.
2.1.6 Proposer(s) will provide tracking on all travel credits.
2.1.7 Where applicable, Proposer(s) will provide Flight Disruption Assistance.
2.1.8 Proposer(s) shall have an agent, with the authority to resolve travel conflicts.
    i. Proposer(s) shall have an agent available during operational hours and staffing plans to meet after-hour needs.
2.1.9 Proposer(s) must have three (3) years of experience working with a large higher education institution or similar sized organization.
2.1.10 Proposer(s) must accept TTU's transactions through TTU's contracted card services providers.
    i. This credit card payment method is managed by TTU, where TTU card users are responsible for payment.
    ii. **Some services may be paid for by purchase order.**
2.1.11 Notify TTU of travel concerns and news notifications that will affect travel arrangements.

2.2 Mandatory Requirements for Domestic Travel

2.2.1 Proposer(s) must be able to plan and manage domestic travel plans for faculty, staff, student groups, coaches, teams, undergraduate students, graduate students, alumni, sport/competition teams, conference/convention groups, retreat groups, workshop teams, prospective employees, university participants including alumni spouses and/or children or other individuals connected to TTU, and distinguished guests.
    i. No commissions for Services.
    ii. Provide discount programs for domestic travel.
2.2.2 Proposer(s) shall have expertise in one or more areas of domestic travel including, but not limited to:
    i. Airfare bookings;
    ii. Vehicle rental
    iii. Hotel booking;
    iv. Bus charter rental
    v. Air charters
        1. All domestic charters must follow all of the air charter requirements mentioned in Section 2.5
2.2.3 Proposer(s) shall be as conservative as possible in the use of air travel, using charter flights only when such flights are cost-effective or necessary.
2.2.4 Proposer(s) will integrate their services with TTU's Driver Approval System (VOS) to allow TTU individuals to drive, when preferred or necessary for vehicle rentals.
2.2.5 Proposer(s) must offer a monthly reporting tool for TTU to access summary travel details. Monthly reports must include, at a minimum:
    i. Domestic travel savings, expenses, and unused bookings.
    ii. Number of credits, cancellations, and changes to travel.

2.3 Mandatory Requirements for International Travel

2.3.1 Proposer(s) s) must be able to plan and manage international travel plans for faculty, staff, student groups, coaches, teams, undergraduate students, graduate students, alumni, sport/competition teams, conference/convention groups, retreat groups, workshop teams, prospective employees, university participants including alumni spouses and/or children or other individuals connected to TTU, and distinguished guests.
    i. No commission for Services.
    ii. Provide discount programs for international travel.

2.3.2 Proposer(s) shall have expertise in one or more areas of international travel including, but not limited to:
- i. Airfare booking; (air charters are not permitted for international travel)
- ii. Vehicle rental;
- iii. Hotel booking; and
- iv. Bus charter rental

2.3.3 Proposer(s) shall only use commercial aircraft and commercial aircraft operators.

2.3.4 Foreign air travel to or in foreign countries shall be booked through commercial air carriers engaged in scheduled passenger air transportation.

2.3.5 Foreign air travel must comply with the Fly America Act (49 U.S.C. 40118)
- i. TTU departments will notify Proposer(s) when Fly America compliancy applies due to the particular grant funding being used. In such instances, Proposer(s) may need to ensure that a US-based, commercial carrier is used.

2.3.6 Proposer(s) must offer a monthly reporting tool for TTU to access summary travel details. Monthly reports must include:
- i. International Travel savings, expenses, and unused bookings.
- ii. Number of credits, cancellations, and changes to travel.

2.3.7 All TTU students, faculty, and staff are currently covered by the Global Assistance Program when outside their home country on TTU-related travel, assignments, programs, or business.

2.4 Mandatory Requirements for Study Abroad Travel (if applicable)

2.4.1 Proposer(s) shall have expertise in one or more areas of Study Abroad travel offered to student(s) and program leader(s) (collectively referred to herein as "Participant[s]") including, but not limited to:
- i. Airfare booking;
- ii. Accommodation booking;
- iii. Bus Charter rental and/or management and booking of other modes of transportation;
- iv. Sourcing and booking program-specific, academically relevant activities such as excursions, site visits, speakers, and classroom space;
- v. Support of participant(s) throughout program development and execution, including orientation services and cultural integration
- vi. Tours are offered for non-employees and non-student travelers for individuals affiliated with TTU
- vii. Risk mitigation and emergency response

2.4.2 Proposer(s) along with TTU Staff will be responsible for coordinating during the course of program preparation and the travel, including but not limited to:
- i. Design and plan approved customized and/or faculty-directed program(s);
- ii. Conduct a periodic review and preparation of objectives for the program(s);
- iii. Proposer(s) agree to return phone calls or respond to emails as quickly as possible, but at least within two (2) business days.
- iv. Provide opportunities for periodic on-site program and Service reviews.

2.4.3 To the extent permitted by law, both Proposer(s) and TTU agree to inform each other of any crisis or emergency related to participant(s), or upon becoming aware if the health, safety, security, or well-being of any participant(s) is called into question.
- i. Proposer(s) agree to promptly provide TTU with any reports and related information alleging sex discrimination, including sexual violence against participant(s), so the participant(s) can be notified of available options, resources, and services, and the appropriate entity can conduct a prompt, impartial investigation.

2.4.4 Should TTU determine, in good faith and with reasonable judgment, that a program needs to be cancelled, Participant(s) need to be evacuated, or different program arrangements need to be made (including delivery of the academic content), then communications to that effect will be sent immediately to Proposer(s).
- i. In cases where TTU's policy is not consistent with the program's policy, Proposer(s) agree to defer to and uphold TTU policy.

2.4.5 Proposer(s) acknowledge and agree that TTU's participant(s) are contingent upon the nomination and support of TTU.
- i. Should TTU withdraw support of any participant(s), or decides to bring participant(s) home, Proposer(s) agree to defer to TTU's decision and end its relationship with the participant(s), effective on the date(s) requested by TTU unless TTU specifically agrees otherwise in writing.

2.4.6 All chartered flights are required to adhere to TTUS Regents' Rule 07.11. Proposer(s) shall only use aircraft

and aircraft operators that are flightworthy and are certified and operate under Subchapters F & G, Parts 119, 121, 125, or 135, as applicable, in Chapter 1, Federal Aviation Regulations, 14 Code of Federal Regulations (the "C.F.R.")

i. The aircraft used pursuant to this provision must, at a minimum, be piloted by pilots that are fully qualified and insured in the operating aircraft.
ii. Proposer(s) shall arrange flights carrying student passengers to have, at minimum, a multi-prop engine or jet engine powering the flights.
iii. All flights involving student travel must be piloted by two (2) pilots.
iv. In acting as air charter brokers, Proposer(s) may be required to maintain additional records on behalf of the air carrier, such as Certificates of Insurance and Air Carrier/Operating Certificates.

2.4.7 Foreign air travel to or in foreign countries shall be booked through commercial air carriers engaged in scheduled passenger air transportation.

2.4.8 Foreign air travel must comply with the Fly America Act (49 U.S.C. 40118)

i. TTU departments will notify Proposer(s) when FAA compliancy applies due to the particular grant funding being used. In such instances, Proposer(s) may need to ensure that a US-based, commercial carrier is used.

2.4.9 All TTU students, faculty, and staff are currently covered by the Global Assistance Program when outside their home country on TTU-related travel, assignments, programs, or business.

Proposers are cautioned to read the information contained in this RFP carefully and to submit a complete Proposal to all requirements and questions as directed.

2.5 Mandatory Requirements for Air Charters (only applicable if proposing on these Services)

If Proposer(s) would like to include air charter-related Services in their Proposal for TTU's consideration, they must adhere to the following mandatory requirements:

2.5.1 Proposer(s) shall have expertise in air charters;

2.5.2 Proposer(s) shall arrange charter flight services on as needed basis;

2.5.3 All chartered flights are required to adhere to TTUS Regents' Rule 07.11. Proposer(s) shall only use aircraft and aircraft operators that are flightworthy and are certified and operate under Subchapters F & G, Parts 119, 121, 125, or 135, as applicable, in Chapter 1, Federal Aviation Regulations, 14 Code of Federal Regulations (the "C.F.R.")

i. The aircraft used pursuant to this provision must, at a minimum, be piloted by pilots who are fully qualified and insured in the operating aircraft.
ii. Proposer(s) shall arrange flights carrying student passengers to have, at minimum, a multi-prop engine or jet engine powering the flights.
iii. All flights involving student travel must be piloted by two (2) pilots.
iv. In acting as air charter brokers, Proposer(s) may be required to maintain additional records on behalf of the air carrier, such as Certificates of Insurance and Air Carrier/Operating Certificates.

2.6 Additional (optional) Travel Services

2.6.1 Additional travel arrangement capabilities that are not mentioned in the Scope of Work (Uber/taxi reservations, bus/railway arrangements, etc.)

2.6.2 Additional Service offers (food service discounts, commercial aircraft contracts, etc.)

2.6.3 Online booking tool:

i. Online booking tool should integrate with Emburse Enterprise
    1. Online booking tool must be formatted to allow user privacy;
    2. Travel arrangements must not be available for public view;
    3. Profiles must be concealed from public view; and
    4. Proposer must provide training for TTU staff and/or travelers.
ii. Duty of Care dashboard to track travelers.

2.6.4 Online booking tools customizable for TTU

i. Ability to input TTU logos and designs into the system.

2.6.5 Provide VIP Services for executive or distinguished guests.

2.6.6 Assist with Evacuation Information Services in the event of a natural disaster or emergency.

2.6.7 Access to agents for support and/or support 24/7
2.6.8 Hold semi-annual or quarterly meetings with TTU Procurement Services staff.

2.7 Data Security Requirements

2.7.1 FERPA
- i. IF given access to education records, the Proposer agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR § 99.33) and with the Texas Tech Information Security terms set forth below.
- ii. Proposer agrees that it may create, receive from or on behalf of Texas Tech, or have access to, records or record systems that are subject to FERPA (collectively, the "FERPA Records"). To the extent that Proposer has access to "education records" under the Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Proposer represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by Institution in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Proposer protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Contract. At the request of the Institution, Proposer agrees to provide Texas Tech with a written summary of the procedures the Proposer uses to safeguard the FERPA Records.

2.7.2 Solution Access
- i. Any access to Texas Tech's computer systems must be approved and coordinated through the TTU Chief Information Security Officer. No automated tools may be installed by Proposer without prior express authorization from the TTU Office of the CIO.

2.7.3 Information Security
- i. Proposer shall abide by and implement the controls specified in NIST Special Publications 800-53 Appendix F safeguards, or another comparable cybersecurity standard, including but not limited to: (1) firewalls, (2) vulnerability scanning, (3) anti-virus scanning software, (4) regular backups including off-site transfer to facilitate disaster recovery, (5) up-to-date installation of all current patches, (6) encrypting all communications containing personally identifiable information and, if required by Texas Tech, (7) encryption in the Proposer's database of all passwords and personally identifiable information such as Social Security Number and driver's license numbers.
- ii. Proposer personnel shall regularly monitor server security logs and firewall event logs for potential breaches of security. Proposer will audit the security measures on all servers and the network equipment no less than monthly and take appropriate measures to maintain the integrity and security of those systems.
- iii. If any systems and/or applications are connected to the Texas Tech network, they will be scanned for vulnerabilities on a weekly basis per Texas Tech IT's Vulnerability Management Program. Proposer agrees to timely vulnerability assessment and mitigation and be subject to other Texas Tech IT policies.
- iv. Deliverables such as a website or mobile app that processes sensitive information or personally identifiable information (PII) or confidential information must have had a recent vulnerability scan and penetration test conducted (i.e., within the last two years.)

2.7.4 Geographic Location of Texas Tech Data
- i. Proposer will ensure that Texas Tech Data, including backup copies, is stored only on servers and data centers located within the borders of the continental United States.

2.7.5 Username and Password Security
- i. IF the Solution requires integration with any Texas Tech enterprise systems (e.g., SSO), the Proposer must coordinate with the TTU Office of the CIO. When authenticating Texas Tech users, Service Provider may be required to integrate with Texas Tech's authentication system using a method approved by Texas Tech. Under certain mutually agreed upon circumstances, Proposer may issue and manage usernames and passwords for Texas Tech users. The passwords must use suitable hashing algorithms with salts applied and be at least as strong as the current standard used by Texas Tech.

2.7.6 Breach of Security

i. Proposer and Texas Tech share responsibility for being alert for security breaches. Proposer shall notify Texas Tech immediately of each instance of an actual or suspected (i) unauthorized access to or use of Texas Tech data that could result in substantial harm or inconvenience to Texas Tech or (ii) unauthorized disclosure, misuse, alteration, destruction, or other compromises of Texas Tech information. Proposer shall cooperate with any reasonable request of Texas Tech in enforcing its rights. Both parties shall cooperate in the investigation of such breach, sharing all evidence and findings.

2.7.7 Destruction of Data

i. In the event of expiration or termination of this Contract and at Texas Tech's discretion:
   1. All Texas Tech data will be returned to Texas Tech (and any copies remaining with Proposer will be destroyed, and confirmation of the destruction shall be provided to Texas Tech or
   2. Just destroyed, and confirmation of the destruction shall be provided to Texas Tech

(ii) Texas Tech data includes all Texas Tech information, Texas Tech databases, Texas Tech confidential information, any backup copies, and copies stored on external/third-party hosted storage.

2.7.8 Accessibility

i. Accessibility is a Federal and State of Texas requirement for all electronic and information resources ("EIR(s)") procured by institutions of higher education. Proposer represents and warrants that all EIRs and all associated information, documentation, and support will meet the currently required accessibility standards at a federal and state level (e.g., WCAG 2.1, Level AA, 1 TAC § 206, and 1 TAC § 213) ("Standard(s)"), and Proposer shall provide accessibility documentation attesting to any EIR accessible features and capabilities (e.g., for websites and mobile apps.) Proposer shall provide additional documentation as requested by TTU, including but not limited to documentation described in 1 TAC § 213. If Proposer becomes aware that EIRs, including any portion(s) thereof, do not comply with the Standard(s), Proposer represents and warrants that it will, at no cost to TTU, either (1) perform all necessary remediation(s) to make the EIRs satisfy the Standards, or (2) replace the EIRs with new EIRs which satisfy the EIR Standards and do not alter the material purpose of the Contract. In the event Proposer fails or is unable to do so, TTU may terminate the Contract without further duty or obligation hereunder. TTU reserves the right to perform testing on the Proposer's deliverables to ensure the accuracy of their accessibility documentation regarding conformance with the Standards.

2.7.9 Audit of System and Data

i. Texas Tech Information Resources are strategic assets of the State of Texas that must be managed as valuable state resources. There are two options to verify Proposer's security protocols used to protect Texas Tech Information Resources:

Option 1. Proposer may provide a recent compliance report or certification based on a current industry standard cybersecurity framework (ISO/IEC 27001:2013, SOC 2 Type II, SSAE16 SOC 1 Type II, ISAE 3402 Type II, or equivalent) or

Option 2. With advance notice and coordination, Texas Tech reserves the right to conduct a security assessment on Proposer's systems that store Texas Tech information. If Texas Tech's assessment finding is that the confidentiality, security, and integrity of Texas Tech information is insecure, Texas Tech will notify Proposer in writing of the deficiencies identified in the assessment and Proposer will utilize prevailing industry-recognized security controls and best practices to correct such deficiencies within thirty (30) days or within a mutually agreed-upon timeframe following such written notice. Proposer's failure to correct the deficiencies within the thirty-day or mutually agreed-upon timeframe is a material breach of this Agreement.

2.7.10 GDPR Addendum

i. To the extent applicable, Proposer(s) agrees to comply with the EU General Data Protection Regulation or any successor to that regulation ("GDPR"). Specifically, Proposer(s) agrees to:
   1. Only process Texas Tech data in accordance with Texas Tech's lawful, documented instructions;
   2. Only allow third parties to process Texas Tech data where the third party is bound by a contractual or statutory obligation of confidentiality;
   3. Ensure there are appropriate technical and organizational measures to protect Texas Tech personal data against personal data breaches;
   4. Let Texas Tech know immediately and without delay if Proposer(s) detects that a personal data breach has occurred and, where requested, assist Texas Tech to communicate with individuals who are impacted by the data breach;
   5. Not appoint a third party to process Texas Tech data on Proposer(s)' behalf without advising Texas Tech that Proposer(s) is doing so and Texas Tech has not objected;

6. Require any third party appointed to process data on Proposer(s)' behalf to ensure they agree to adhere to terms that are at least as protective as these terms and Proposer(s) will remain responsible for all acts and omissions of such third party;
7. Assist Texas Tech to respond to individuals' exercise of their data subject rights to the extent related to Texas Tech personal data Proposer(s) processes
8. Notify TTU if Proposer(s) thinks its processing of TTU data is likely to result in a high risk to the data protection rights and freedoms of individuals, and assist TTU in carrying out a data protection impact assessment and consulting with TTU's relevant data protection authority;
9. If TTU requests, share with TTU records that relate to the TTU personal data Proposer(s) processes and any independent third-party assessments or audit reports that assess Proposer(s)' technical and organizational measures designed to protect TTU personal data;
10. If TTU requests, complete and returnTTU's data privacy and security questionnaire to TTU;
11. Not process TTU personal data any longer than necessary in order to provide Proposer(s)' services to TTU or to comply with a lawfully documented instruction TTU has given Proposer(s); and
12. When finished providing Services to TTU, (at Texas Tech's election), return or destroy data, and confirmation of the destruction be provided to TTU unless Proposer(s) needs to retain the data to comply with applicable law.

ii. For purposes of this section, the terms "personal data," "personal data breach," and "process" have the meanings given to them under the GDPR.

2.7.11 Compliance With Texas Government Code §2054.0593

i. Pursuant to Texas Government Code §2054.0593, relating to the Texas Department of Information Resource's State Risk and Authorization Management Program ("Program"), the Proposer(s) represents and warrants that it complies with the requirements of the Program and Proposer(s) agrees that throughout the term of the Contract, it shall maintain the required certifications and comply with the Program requirements in the performance of the Contract. If the Proposer(s) fails to maintain the requirements of the Program, Texas Tech has the right to terminate this Contract immediately without any further cause.

2.8 Proposal Submittal Requirements

2.8.1 By submitting a Proposal, the Proposer certifies an understanding of 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. The Proposer also understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Proposer. If selected for award by TTU, the Proposer will notify TTU immediately of any material change in any matters about which the Proposer has made a statement or representation or provided information.

Proposers are cautioned to read the information contained in this RFP carefully and to submit a complete Proposal to all requirements and questions as directed.

2.8.2 Submittal Instructions for TechBid Proposals

TTU requires that all Proposals be submitted in the TechBid system at (https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=TexasTech).

Proposers must submit Proposals online no later than the date and time indicated in the Schedule of Events. TTU recommends that the Proposer submit the Proposal at least twenty-four (24) hours before the deadline for submission to accommodate any technical issues. If the Proposer encounters ANY issues with submitting a Response, the Proposer must contact the Primary Contact **before** the deadline.

In order to be considered responsive, the following items must be submitted in TechBid:

i. Proposer's Response Form
ii. Schedule of Cost and Fees (Attachment A)
iii. Signed Affirmation and Conflict of Interest

SECTION 3
EVALUATION PROCEDURES

3.1 Evaluation Process

TTU will utilize a Contract Review Team ("CRT") for the evaluation of this RFP. The Contract will be awarded based on the Proposal judged to be in the best interest of TTU, and the judgment in this regard shall be considered final. Any Contract resulting from this Solicitation shall be awarded to the Proposer providing the Best Value to TTU.

Under §51.9335 of the Texas Education Code in determining what is the Best Value, TTU may consider:

3.1.1 The purchase price;
3.1.2 The reputation of the Contractor and of the Contractor's Goods or Services;
3.1.3 The quality of the Contractor's Goods or Services;
3.1.4 The extent to which the Goods or Services meet the TTU's needs;
3.1.5 The Contractor's past relationship with TTU;
3.1.6 The impact on the ability of TTU to comply with laws and rules relating to Historically Underutilized Businesses and to the Procurement of Goods or Services from Persons with disabilities;
3.1.7 The total long-term cost to the institution of acquiring the Contractor's Goods or Services;
3.1.8 Any other relevant factor that a private business entity would consider in selecting a Contractor; and
3.1.9 The use of material in construction or repair to real property that is not proprietary to a single vendor unless TTU provides written justification in the request for bids for use of the unique material specified.

3.2 Proposer's Acceptance of Evaluation Methodology

Submission of a Proposal indicates Proposer's acceptance of the evaluation method and Proposer's recognition that subjective judgments must be made by TTU and the evaluation team during the awarding of evaluation criteria points. Evaluations will be made based upon the submitted Proposal,

3.3 Evaluation Method

A committee of TTU officials appointed by the Primary Contact will evaluate the Proposals and make a recommendation to the Assistant Vice President and Chief Procurement Officer. The evaluation will be based on the information provided in the Proposal, additional information requested by TTU for clarification, information obtained from references and independent sources, past performance of the Proposer (if applicable), the best and final offer, and oral presentations (if requested).

The evaluation of responsive Proposals shall then be completed by an evaluation team, which will determine the ranking of Proposals based on the evaluation criteria. Proposals will be evaluated strictly in accordance with the requirements set forth in this Solicitation, including any addenda or interpretations that are issued. TTU may also negotiate additional Goods and/or Services during the negotiation process if deemed in TTU's best interest. TTU will award the Contract(s) to the responsible and responsive Proposer(s) whose Proposal is determined to be the most advantageous to TTU, considering the evaluation factors outlined in this RFP.

The evaluation of Proposals will include consideration of responses to the list of criteria in Section 3.4. Proposers must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the Proposal.

TTU will evaluate Proposals as submitted and will not notify Proposers of deficiencies in their responses. The awards will not be notified until a fully executed Contract(s) is complete.

Proposals must contain responses to each of the criteria, listed in the Evaluation Criteria below if the Proposer's response cannot satisfy those criteria. A Proposal may be rejected if it is conditional or incomplete in the judgment of TTU.

3.4 Evaluation Criteria and Weights

Each Proposal shall be evaluated on the ability to meet TTU's requirements and provide the Best Value to TTU. The Proposal shall be awarded points based on each of the following evaluation criteria.

The evaluation will be based on the following:

Evaluation Criteria	Points Allowed
Criteria 1: Financial Value - Financial costs and/or benefits to the University • Cost of goods and/or services • Cost of ongoing service agreements, or support • Other financial consideration	40%
Criteria 2: Demonstrated ability of the Proposer to fulfill the TTUS' requirements in accordance with the specifications • Proposer's demonstrated professional experience • Experience with institutions of higher education or similar-sized organizations • Administrative support and service • Reporting capabilities • Compliance with IT requirements, including accessibility, security, integration, and TxRamp requirements. Project Schedules/estimated time to perform services Stability and success of the Proposer's business, including but not limited to: o Qualifications of key personnel (based on experience provided) o Past performance on similar projects (based on references and publicly available information) o Demonstrated capability and financial resources to perform the services or provide the goods in the time projected o Pending or past legal proceedings	35%
Criteria 3: Value Added Options • Quality of service agreements • Ability to provide innovative ideas/resources for TTU process improvement • Technology solutions to improve efficiencies • Minimization of TTU resource use	15%
Criteria 4: Quality assurance plan and control measures implemented and maintained by the Proposer • Methodology for performing services and project planning • Customer service program • Ability to comply with Texas laws	10%
TOTAL	**100%**

3.5 Scoring Methodology

Each CRT Voting Member will evaluate the Proposal utilizing the Evaluation Criteria identified in Section 3.3 and will assign each criterion a subjective score of 0 -10, with 10 being the highest. This score is multiplied against the criterion's weight which will produce a weighted value for the item. The weighted values for all criteria will be summed and then ranked to determine a high to low Proposer ranking. The ranking may be used in determining an initial pool of Proposers that will be invited for presentations or may be used in a final award determination for one or more Proposers.

3.6 Consideration of Additional Information

Consideration may also be given to any additional written information and comments that may serve to clarify the Proposal information to TTU.

3.7 Oral Presentations and Interviews

Upon completion of the initial review and evaluation of the Proposals submitted, selected Proposers may be invited to participate in oral presentations. Oral presentations and interviews are an option of the Contract Review Team and may or may not be conducted; therefore, Proposals must be complete when submitted.

3.8 Award Process

During the Proposal Opening, Proposals will be acknowledged publicly to identify the names of the Proposers but will be afforded security sufficient to preclude disclosure of the contents of the Proposal, including prices or other information, prior to award. After the Proposal Opening, an Award may be made on the basis of the Proposals initially submitted, without discussion, clarification, or modification, or on the basis of Negotiation with any of the Proposers or, at TTU's sole option and discretion, TTU may discuss or negotiate all elements of the Proposal with selected Proposers representing a competitive range. For Negotiation purposes, a competitive range of acceptable Proposals may be established, comprising the highest-rated Proposals based on the evaluation criteria.

3.9 Best and Final Offer

When deemed appropriate by the Contract Review Team, after the submission of Proposals but before the final selection of the successful Proposal(s), TTU may permit Proposers to revise their Proposals in order for TTU to obtain a best and final offer. TTU is not bound to accept the best and final offer if it does not represent the Best Value to TTU as determined by the Contract Review Team.

3.10 Protest Procedures

Any actual or prospective Proposer or Contractor who believes they have been aggrieved in connection with the Solicitation, evaluation, or Award of a Contract may formally protest to the Assistant Vice President and Chief Procurement Officer.
https://www.depts.ttu.edu/procurement/resources/training-and-work-aids/documents/purchasing/Vendor-Protest-Procedures-2022.pdf

3.11 Contract Documents

The Contract entered into by the parties shall consist of the RFP, the Proposal, specifications (if applicable), and a written Contract (if applicable). When an expenditure is required, the Purchase Order terms and conditions will also apply. All of which shall be referred to collectively as the Contract documents.

3.12 Not Exclusive

Proposer acknowledges and agrees that the Contract with TTU is non-exclusive and TTU has the right to engage with other proposers for similar or identical scopes of work, and to purchase similar or identical Services from other proposers. Any term or provision in the Proposer's terms indicating the Contract is exclusive is expressly rejected and is null and void**.**

SECTION 4
ADMINISTRATIVE REQUIREMENTS

4.1 Primary Contact ("Primary Contact")

Crystal Leal
Solicitations.purchasing@ttu.edu
Texas Tech University
TTU Plaza Suite # 408
Box 41094
Lubbock, TX 79409-1094

4.1.1 All communication relating to this RFP must be submitted in writing by the date indicated in the Schedule of Events. Questions and Addenda issued related to the RFP, if any, will be posted on the TechBid website. Only those replies to questions made by formal written Addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. *Note: It is the responsibility of the Proposer to review TechBid for any Addenda posted. For any TechBid system issues, please email solicitations.purchasing@ttu.edu.*

Questions must be emailed or submitted in writing to the TTU Primary Contact.

4.1.2 ***Except as provided in this RFP (e.g., designated Point of Contact) and as otherwise necessary for the conduct of existing TTU business operations, Proposers are expressly and absolutely prohibited from engaging in communications with TTU personnel who are involved in any manner in the drafting of the RFP, in the review or evaluation of the Proposals, in the selection of a Contractor, Negotiation, or formalization of a Contract.*** If any Proposer engages in conduct or communications that TTU determines is contrary to the prohibitions outlined in this section, TTU may, at its sole discretion, disqualify the Proposer and remove the Proposal from consideration.

4.2 Event Information

4.2.1 Schedule of Events

TTU intends to follow the timeline below for evaluating, negotiating, and issuing a Contract:

Schedule of Events			
Event	**Date**	**Time**	**Notes**
Distribution of RFP	Thursday, October 30, 2025	1:00 PM Central	
Deadline for Submission of Written Questions	Friday, November 14, 2025	1:00 PM Central	TTU will collect all questions and respond after the Submission Deadline through an Addendum to the RFP that will be distributed through the TechBid System.
Proposal Due Date	Friday, December 5, 2025	1:00 PM Central	
Online Proposal Opening	Friday, December 5, 2025	1:00 PM Central	TEAMS LINK
Evaluation of Proposals	December 2025		
Award Recommendation	January 2026		

* All dates are tentative and subject to change.

4.2.2 **Solicitation Conference**

A Solicitation Conference will not be conducted for this RFP.

4.2.3 **Online Proposal Opening**

A public Proposal Opening will be conducted via an online meeting at the date and time shown in Section Schedule of Events. At this time, the names of the Proposers will be read aloud, and the meeting will be terminated. No pricing or other information will be discussed at this meeting.

For convenience, Proposers may request a list of Proposals received by contacting the TTU Primary Contact after the opening. All submitted Proposals become the property of TTU after the RFP submission deadline and will not be returned.

In the event of change in time, date, access information, or location of the Proposal Opening, notification will be provided by means of an Addendum to the RFP and distributed through the TechBid System.

4.3 References

The Proposer must submit a list of five clients and contact information for whom similar goods and services have been provided. These clients may be contacted by TTU, and the information received will be used during the evaluation and assessment of the Proposer's performance.

4.4 Licenses

Proposers must submit verification that the Proposer has all licenses (including, but not limited to, software licenses) necessary for the work contemplated under this RFP, as applicable e.g., business licenses, business certifications, professional licenses, third party software licenses, if applicable, etc. Licenses may be verified during the evaluation process.

4.5 Term of Award

The maximum term for an awarded Contract under this RFP is anticipated to begin the date of the last signature, whichever is later, and to expire four (4) years from that date. Unless terminated earlier pursuant to the Contract terms, the Contract would automatically renew for up to four (4) one (1) year renewal terms unless either party provided written notice of its intent not to renew the Contract at least sixty (60) days prior to the end of the initial or then current renewal term. The parties may negotiate and mutually agree on an alternate term.

In accordance with *Regents' Rule* 07.12, any resulting Contract will require a termination without-cause provision of one hundred and eighty (180) days or less.

4.6 Right to Modify, Rescind, or Revoke the RFP

TTU reserves the right to modify, revoke, or cancel this RFP in whole or in part at any time before the date on which TTU executes a Contract with the selected Proposer(s).

4.7 Rights of Review and Award

TTU reserves the right to accept or reject any and all Proposal or any part of a Proposal and waive informalities, technical defects, and minor irregularities in the Proposals received. Further, TTU reserves the right to make a single award, split awards, make multiple awards, or no award whichever is in the best interest of TTU. This RFP does not commit TTU to select a Proposer or to award a Contract to any Proposer.

TTU has the right to reissue this RFP in order to gain additional competitive Proposals. If TTU reissues this RFP, any Proposer who has submitted a Proposal, may elect to resubmit the original Proposal.
A Proposal consisting of only alternate Goods or Services (i.e., a Proposal that offers Goods or Services different from those requested by this RFP and is not otherwise invited) may be considered non-responsive by TTU and is subject to rejection. TTU shall reject a Proposal if the financial Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other potential Proposer. Proposals which are qualified with conditional clauses, revised clauses, alterations, or items not called for in the RFP, or irregularities of any kind, are subject to disqualification by TTU, at its option, regardless of the time of detection. TTU shall consider any of the foregoing prohibited actions to be grounds for Proposal rejection or Contract termination and may result in debarment of the Proposer from future TTU Solicitations.

TTU reserves the right to evaluate Proposals against any governmental agency, institution of higher education, or purchasing cooperative contract to determine Best Value.

4.8 Signature and Certification of Proposer

The Proposal must be signed and dated by a representative of the Proposer who is legally authorized to bind the Proposer to the terms and conditions contained in this RFP and can ensure compliance with the submitted Proposal. Each Proposer submitting a Proposal certifies to (a) the completeness and accuracy of the information provided in the Proposal and (b) the authority of the individual whose signature appears on the Affirmation and Conflict of Interest to bind the Proposer. Proposals submitted without the required signature will be disqualified.

4.9 Compliance with Applicable Laws, Regulations, Ordinances, TTU System *Regents' Rules*, and TTU Operating Policies and Procedures

By submitting a Proposal, the Proposer agrees to and shall comply with all applicable local, State, and federal laws and regulations, as well as all applicable regulations and the Operating Policies and Procedures of TTU. TTU Operating Policies and Procedures may be accessed at http://www.depts.ttu.edu/opmanual/ and TTU System Regents' Rules may be accessed at http://www.texastech.edu/board-of-regents/regents-rules.php. TTU System regulations may be accessed at https://www.texastech.edu/offices/cfo/regulations.php.

4.10 Compliance with RFP Requirements

By submitting a Proposal and by signing the Affirmation and Conflict of Interest, the Proposer agrees to be bound by the requirements set forth in this RFP, TTU's General Terms and Conditions contained in the RFP, as well as the TTU Purchase Order terms and conditions, all of which will be incorporated into any Contract awarded by TTU. If the Proposer takes exception to any of the terms or cannot agree to be bound by all terms, TTU, at its sole discretion, may review and, if deemed in TTU's best interest, disqualify the Proposal from consideration.

4.11 Binding Effect of Proposal

Unless otherwise agreed in writing signed by the Chief Procurement Officer, or their designee, each Proposer agrees to and shall be bound by the information and documentation provided with the Proposal, including prices quoted for Goods or Services. Proposals shall be valid for TTU's acceptance until the award of the Contract(s) to allow time for evaluation, selection, Negotiations, and any unforeseen delays. Proposals, if accepted, shall be incorporated into the executed Contract and remain valid for the duration of the Contract.

4.12 Use and Disclosure of Information

Proposers acknowledge that TTU is an agency of the State of Texas and is therefore required to comply with the Texas Public Information Act Texas Government Code Chapter 552. If a Proposal includes proprietary data, trade secrets, or information the Proposer wishes to except from public disclosure, then the Proposer must specifically label

such data, secrets, or information as follows: "PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION." To the extent permitted by law, information labeled by the Proposer as proprietary will be used by TTU only for purposes related to or arising out of the (a) evaluation of Proposals, (b) selection of a Proposer or Proposers pursuant to the RFP process, and (c) Negotiation and execution of a Contract, if any, with the Proposer(s) selected.

If the Proposer marks the entire Proposal or substantive portions of the Proposal as confidential, TTU in its sole discretion may declare the Proposal non-responsive and reject it.

By submitting a Proposal, the Proposer grants a limited license to reproduce the Proposal to conduct an evaluation and to comply with any legal requirement including, but not limited to, the Texas Public Information Act and Texas Legislative Budget Board requirements.

TTU reserves the right to contact references or contact names listed below and shall be free from any liability to Proposer for conducting such inquiry.

4.13 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by §61.003, Education Code) to use the group purchasing procurement method (ref. §51.9335, Education Code). Other institutions of higher education, local, county, and other quasi-governmental entities, independent school districts, and State of Texas agencies may also elect to enter into a contract with the successful Proposer under this RFP based upon any awarded Contract. The Proposer should also note that TTU may procure Goods or Services for itself or on behalf of any TTU System component institution. When submitting a Proposal in response to this RFP, the Proposer should consider proposing pricing and other commercial terms that take into account higher volumes and other expanded Best Value opportunities that could result from the eventual inclusion of TTUS, its other component institutions, and other institutions, governments, and State agencies in the Goods or Services requested in this RFP.

4.14 E-commerce

TTU utilizes the Jaggaer e-commerce platform to issue purchase orders and process invoices. The Proposer agrees to comply with any TTU requirements for participating in electronic commerce.

4.15 Withdrawal or Modification

No Proposal may be changed, amended, or modified after it has been submitted or filed in response to this Solicitation, except for obvious errors or as part of the Negotiation process approved in writing by the Chief Procurement Officer. However, a Proposal may be withdrawn and resubmitted any time prior to the time set for receipt of Proposals. Modifications will be allowed on the TechBid website until the deadline for Proposal submittals. No Proposal may be withdrawn after the submittal deadline without approval by TTU, which shall be based on Proposer's submittal in writing of a reason acceptable to TTU.

4.16 Risk of Loss, Damage, or Delay

Proposer acknowledges and agrees to release and hold harmless TTU, its campus components, Board of Regents, officers, employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorneys' fees, arising out of or pursuant to a failure to successfully submit or deliver the Proposal to Procurement Services at TTU, as detailed in this RFP.

4.17 Digital Signature

Proposers must sign documents and correspondence using software approved by the TTU. To be approved by TTU, a signature software platform must: (1) be compliant with the ESIGN Act of 2000, and the Electronic Transaction

Act (UETA), (2) must utilize signatory accounts that authenticate users by password, and (3) produce a timestamp for the digital signature. The following three are specifically approved: Adobe Sign, DocuSign, and Verisign. TTU utilizes Adobe Sign for its signature process. TTU will support other digital signature platforms as long as they comply with this policy.

4.18 Proposer Registration

If the Proposer is not already set up as a TTU Vendor, the Proposer will be required to register through TTU's PaymentWorks system. Any modification to the Proposer's address, tax identification number, or banking information is required to be modified through PaymentWorks.

4.19 Insurance Requirements

Consistent with its status as an independent contractor, Proposer will carry and cause its Subcontractors to obtain and maintain at least the following insurance, with companies authorized to do business in Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code.

TTU in no way warrants that these limits are sufficient to protect the Proposer from liabilities that might arise out of the performance of the Scope of Work. The Proposer will assess its own risks and, if it deems appropriate or prudent, maintain higher limits or broader coverages. The Proposer is not relieved of any liability or other obligations assumed by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. All policies will be written on a primary basis, non-contributory with any other insurance coverage or self-funded plans which TTU maintains.

4.19.1 The Proposer agrees to furnish insurance certificates reflecting the following coverage:

Type of Coverage	**Limits of Liability**
Workers Compensation (Coverage A)	Statutory
Employer's Liability (Coverage B)	$1,000,000
Commercial General Liability, including products and completed operations	
a. General Aggregate	$2,000,000
b. Products/Completed Operations Aggregate	$2,000,000
c. Each Occurrence Limit	$1,000,000
d. Personal Advertising Injury	$1,000,000
e. Damage to Rented Premises	$50,000
f. Medical Payments (any one person)	$5,000
Automobile Liability (covering leased, hired, non-owned and employee non-owned vehicles)	
Bodily Injury/Property Damage (each accident)	$1,000,000
Personal Injury Protection	Statutory

NOTE: An umbrella policy may be used to reach required limits.

4.19.2 Commercial General Liability ("CGL") must include coverage for liability arising from Goods or Services-completed operations and liability assumed under an insured Contract.

i. If the CGL insurance has a general aggregate limit then ISO endorsement CG 25 04 (03/97 Edition) or its equivalent must be added. The Designated Location(s) General Aggregate Limit must be maintained for the duration of the Contract, and the limit must be twice the minimum required occurrence limit.

ii. Proposer will name TTU, and its Board of Regents, officers, employees, agents, and volunteers as Additional Insureds on ISO endorsement CG 20 26 or its equivalent. The policy shall include ISO endorsement CG 20 01 04 13.

iii. The CGL policy shall contain no endorsements or modifications limiting the scope of coverage for liability assumed under the Contract, or liability arising from pollution.

4.19.3 Additional Insured, Subrogation

All policies must include a waiver of subrogation favoring TTU. With the exception of the Workers' Compensation policy, TTU must be an additional insured on all policies.

4.19.4 Certificates of Coverage

At least thirty (30) days prior to the effective date of the Contract and at least thirty (30) days prior to the commencement of any renewal term of the Contract, or upon renewal of the policies, Proposer shall furnish Procurement Services with certificates of insurance in a form acceptable to TTU, certifying that the Proposer carries the required insurance policies and coverage. The certificates shall be sent to Procurement Services at procurement.insurance@ttu.edu. Failure of TTU to request such certificates does not eliminate the requirement for the Proposer to maintain the required coverage.

4.19.5 Notification of Cancellation

The Proposer will endeavor to notify Procurement Services thirty (30) days before any material change or cancellation of any insurance policy. In the event the Proposer receives notice of modification or cancellation of any of the policies required under any Contract, then prior to the effective date of modification or cancellation of the policy, the Proposer will obtain a policy of insurance affording the required coverage from an insurance carrier acceptable to TTU. If the Proposer fails to obtain such an insurance policy, TTU may immediately terminate the Contract after providing the Proposer with notice of such termination.

4.20 Compensation and Fees

4.20.1 Provide a detailed compensation schedule for the Goods provided or Services to be performed in response to this RFP. Proposed pricing will apply to every TTU department requesting Goods or Services and cannot be limited to select departments. Proposer(s) shall submit a schedule that clearly details the various compensation amounts and fees that will apply if the Proposer is awarded a Contract with TTU. TTU will not be obligated to compensate for any amounts that are not provided in the schedule or not included in the fully executed Contract.

4.20.2 Contract Pricing: Contract prices for Goods or Services will remain firm for twenty-four (24) months following Contract execution.

i. After the initial twenty-four (24) month period and on each annual anniversary date of the Contract thereafter, the Contract may be subject to an increase not to exceed three percent (3%). The first escalation would be applicable on the second anniversary of the Contract or the renewal date, based upon the three percent (3%) increase listed above. Each succeeding year, the same three percent (3%) increase will be used until all remaining optional renewals have been completed.

ii. In the event there is a significant reduction in costs of materials or labor, TTU will work with the Proposer to negotiate a reasonable increase less than the standard three percent (3%).

4.20.3 In addition to the financial offers, please propose a financial commitment to assist TTU. Options may include a signing bonus, scholarships, sponsorship internships, commitment to hire TTU graduates, or a (%) percentage rebate. All offers are subject to TTU approval and Operating Policies and Procedures.

4.21 Invoicing and Payment

4.21.1 Proposer(s) shall submit invoices by electronic means to TTU Payment Strategies (payment.strategies@ttu.edu) and provide support for allocation of premium to the components as may be required.

4.21.2 Invoices will be paid net thirty (30) days in compliance with Texas laws. All invoices must reference a valid TTU Purchase Order, or the invoice will be returned as non-compliant. No commitment for Goods or Services is valid without a TTU Purchase Order.

4.21.3 Proposer(s) may submit a Proposal for a prompt payment discount.

4.21.4 TTU has established the following payment options for invoices based upon the payment option chosen by the Proposer. TTU requires all contracted Vendors to enroll in automated payment options.

i. Automated Clearing House ("ACH") transaction
ii. Single-Use Account ("SUA") card (JP Morgan)
iii. Purchasing Card (US Bank and JP Morgan cards)

* If TTU is making payment on funds appropriated by the State of Texas, the payment term is net thirty (30) as required by law. TTU will submit an electronic check remittance to the email address on record for all ACH and SUA payments.

APPENDIX A
DEFINITIONS

Addendum: A written change, addition, alteration, correction, or revision to a Solicitation document or a Contract.

Amendment: An agreed addition to, deletion from, correction, or modification of a Contract signed by all authorized parties. An Amendment may include renewal or extension of a Contract.

Assignment: An authorized legal transfer of contractual rights from one party to another party.

Award: The act of accepting a Bid, Proposal, or Offer, thereby resulting in a Contract or Purchase Order between TTU and the Contractor.

Best Value: The factors to be considered in determining the best overall value for TTU per Texas Education Code §51.9335(b).

Comptroller: The Texas Comptroller of Public Accounts.

Conflict of Interest: A Conflict of Interest refers to a situation in which an employee's financial, professional, or other personal considerations may directly or indirectly affect, or have the appearance of influencing, the TTU employee's judgment in exercising any duty or responsibility, including the conduct or reporting of research, owed to TTU (see TTU OP 10.20).

Contract: A legally binding written agreement executed between TTU and a second party in which the parties agree to perform in accordance with the obligations therein. Contracts include, but are not limited to, letter agreements, cooperative agreements, memorandums of understanding ("MOU"), Interagency Contracts, Interlocal Contracts, easements, licenses, leases, and Purchase Orders (see *Regents' Rules* Chapter 07).

Contract Administration: Following the contract award, the TTU requesting department-level actions to oversee full compliance with all of the terms and conditions contained within a Contract.

Contract Administrator: The Contract Administrator is the department-level individual responsible for adherence to all provisions contained within a Contract and for managing the performance of the Contract**.**

Contract Close-out: The process conducted upon completion of the Contract during which the Contract Administrator confirms and documents compliance with the terms and conditions of the Contract, final deliverables are received, and outstanding payments processed.

Contract Management: The complete contract process from planning through Contract close-out.

Contract Review Team: A team comprised of such members as the Contract Manager, the Contract Administrator, and, as needed, cross-functional members such as subject matter experts, information technology, risk management, legal, and price/cost analysts. The size and the members of the team are dependent on the nature and complexity of the project.

Contractor: An entity or individual contracted to provide Goods or Services to TTU. For this RFP, Contractor is used interchangeably with the term "Proposer." In some instances, the Contractor may be referred to as the supplier.

Fiscal Year ("FY"): The twelve (12) month period starting September 1 and closing on August 31 that is consistent with the State's annual budget.

Goods: Includes salable or usable items such as supplies, materials, merchandise, consumables, commodities, solutions, manufactured items, or equipment. Goods do not include Services or real property.

Negotiations: Conferring, discussing, or bargaining to reach a mutual agreement between two or more parties.

Originating Department: The TTU department from which a Solicitation or Procurement request originates and is responsible for the Contract Administration.

Procurement ("Procure"): Purchasing, renting, leasing, or otherwise acquiring any Goods or Services, including all functions that pertain to the acquisition through Contract Close-out.

Proposal: A Response to a Request for Proposals ("RFP") and intended to be used as a basis to negotiate a Contract award.

Proposal Opening: The public opening of Proposals, in which the names of the Proposers to a Solicitation are publicly read and recorded. No prices are divulged at a Proposal Opening as these types of Solicitations are subject to Negotiations.

Proposer: An entity submitting a Proposal to a Request for Proposal. The term includes anyone authorized to act on behalf of the individual or other entity that submits a Proposal, such as agents, employees, and representatives.

Purchase Order: A legal document issued to the Contractor used to formalize the terms and conditions of any purchase of Goods or Services.

***Regents' Rules*:** Rules established by the TTU System Board of Regents that govern all TTUS component Institutions. http://www.texastech.edu/board-of-regents/regents-rules.php

Renewal: The process where an existing Contract is renewed for an additional period per the terms and conditions of the original Contract.

Request for Proposal ("RFP"): A Solicitation requesting submittal of a Proposal in response to the required Specifications and usually includes some form of a cost Proposal. The RFP process allows for Negotiations between a Proposer and the issuing Institution.

Responsible: A Proposer who is fully capable of meeting all of the financial and technical requirements of a Solicitation and any subsequent Contract.

Responsive: The Proposer has complied with all material aspects of the Solicitation, including submission of all required documents in accordance with the Specifications.

Scope of Work (or "SOW"): A detailed, written description of the conceptual requirements contained within the Specifications.

Scoring Matrix: A chart used to document the evaluation criteria of a Proposal.

Service(s): The furnishing of labor, time, and effort by a Contractor or auxiliary enterprise, including a construction project, which may involve, to a lesser degree, the delivery or supply of Goods.

Solicitation: A method or process used to obtain Responses for the purpose of gathering information or entering into a Contract.

Solicitation Conference: A meeting chaired by the Procurement Services Office designed to help potential Proposers understand the requirements of a Solicitation. It may also be known as a Pre-proposal Conference.

Specification(s): Description of the requirements for Goods or Services, including the Scope of Work, to be fulfilled by a Contractor.

State: The State of Texas.

Statute: A law enacted by a legislature.

Subcontractor: An individual or business entity retained by a Contractor to perform part of a Contractor's duties under a Contract.

TTUS: The Texas Tech University System and shall include the component institutions Texas Tech University, Texas Tech University Health Sciences Center, Texas Tech University Health Sciences Center El Paso, Angelo State

University, and Midwestern State University.

TechBid: TTU's online system Procurement notification and submittal system.

Vendor (Contractor) Debarment: The status of any Vendor debarred from conducting business with TTU by either the Texas Comptroller or the federal government. Debarment protects the State from risks associated with awarding Contracts to Contractors who have exhibited an inability or unwillingness to fulfill contractual requirements or who have displayed improper conduct. Debarment may include a Contractor's successors-in-interest. Debarment does not relieve the Contractor from responsibility for fulfilling existing obligations.