

Texas A&M Veterinary Medical Diagnostic Laboratory
REQUEST FOR PROPOSAL
Laboratory Information Management System
RFP # 557-18-1
Dated: August 11, 2017

United States Postal Service:

Texas A&M AgriLife
Purchasing Services
2147 TAMUS
College Station, TX 77843-2147

Hand Delivery or Express Mail Service:

Texas A&M AgriLife Purchasing Services
Administrative Services Building
578 Kimbrough Blvd, Rm 419
College Station, TX 77843-2147

Show BID Number, Opening Date and Time on Return Envelope

NOTE:

Proposal must be time stamped at
Texas A&M AgriLife's Purchasing Department
prior to the hour and date specified for receipt of Proposal.

REFER INQUIRIES TO:

Chris Chamberlain, Assistant Director of Purchasing
Texas A&M AgriLife
Purchasing Services
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TABLE OF CONTENTS

Section I General	4
1.1 Overview	4
1.2 Contract Term	5
1.3 Definitions	5
Section II Requirements	7
2.1 Service & System Requirement	7
2.2 Subcontractors	8
2.3 Performance Tracking	8
Section III Proposal Information	11
3.1 Schedule of Events	11
3.2 Revisions to Schedule	11
3.3 Proposal Submission Requirements	11
3.4 Inquires	16
3.5 Proposal Submission	17
3.6 Proposal Opening	17
3.7 Proposal Evaluation and Award	17
Section IV General Terms and Conditions	19
4.1 General	19
4.2 Term of the Contract	20
4.3 Default	20
4.4 Termination	20
4.5 Agreement Amendments	20
4.6 Independent Contractor Status	20
4.7 Right to Audit	21
4.8 Sales and Use Tax	21
4.9 Observance of TVMDL Rules and Regulations	21
4.10 Non-Disclosure	21
4.11 Publicity	21
4.12 Severability	21
4.13 Non-Waiver of Defaults	21
4.14 Applicable Law and Venue	21
4.15 Dispute Resolution	21
4.16 Delinquent Child Support Obligations	22
4.17 Indemnification	22
4.18 Other Benefits	22
4.19 Confidentiality	22
4.20 Texas Public Information Act	23
4.21 Intellectual Property	23
4.22 Force Majeure	24
4.23 Technology Access Clause	24
4.24 Renegotiation of Price	25
4.25 Tax Deficiency	25
4.26 Previous Employment	25
4.27 Security Requirements	25
4.28 HUB Policy and HUB Subcontracting Plan Requirements	25
4.29 Insurance Requirements	26
4.30 Bonds	27
4.31 Parking	27
4.32 Payment	27

EXHIBITS AND ATTACHMENTS

Exhibit A – HUB Subcontracting Plan

Exhibit B – Execution of Offer & Non-Collusion Affidavit

Exhibit C – TVMDL LIMS Costs Sheet

Exhibit D – TVMDL LIMS Requirements Sheet

Exhibit E – Insurance Requirements

Exhibit F – Price Adjustment

Attachment B – Respondent Information

Attachment C – References

Attachment F – Acknowledgement of Addenda

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SECTION I
GENERAL

1.1 OVERVIEW

Texas A&M AgriLife Purchasing, on behalf of the Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL), seeks sealed proposals to establish a contract for a Laboratory Information Management System (LIMS) in accordance with the specifications contained in this Request for Proposal (RFP). The services requested herein and to be provided under any contract(s) awarded because of this RFP are for purchase, installation, training, and ongoing maintenance. Proposals that will be entertained should be one, or a combination of, the following:

- A modern, high throughput veterinary LIMS that will consist of a customizable, commercial-off-the-shelf (COTS) product or integrated COTS products from a single Vendor that includes both the LIMS and any required associated components OR
- A modern, high throughput veterinary LIMS developed by and currently successfully implemented at another high throughput, American Association of Veterinary Laboratory Diagnosticians (AAVLD) accredited, veterinary diagnostic laboratory of similar scope, capabilities and capacity as TVMDL (non-COTS)

Proposals must also include:

- The software infrastructure required to support the LIMS.
- Services to configure the COTS or non-COTS product(s) to meet TVMDL requirements, develop the required test equipment and external system interfaces, and migrate current laboratory test list of values (LOVs), client data and other data as determined from TVMDL's current LIMS.

TVMDL is a member of The Texas A&M University System and is composed of two full-service laboratories, located in College Station and Amarillo, and two poultry laboratories, located in Center and Gonzales. With its excellent diagnostic facilities and technical expertise, requests for services have increased tremendously over the years, making TVMDL one of the busiest veterinary diagnostic laboratories in the world, receiving submissions from neighboring states and from countries around the globe. Currently, case submissions are approximately 180,000 annually resulting in approximately 800,000 diagnostic test procedures. At its full-service locations, TVMDL provides diagnostic services for all animal species (exception: no fresh tissues from non-human primates).

TVMDL formally opened in College Station in 1969. The Amarillo facility opened its doors in 1975. In 1991 the Texas Legislature transferred the Salmonella Pullorum-Typhoid Program, Texas' complementary program to the National Poultry Improvement Plan, to TVMDL and granted administrative responsibilities for the poultry diagnostic laboratories in Center and Gonzales. TVMDL's mission expanded under new legislative direction to include drug-testing services for the pari-mutuel horse racing industry in 1989 and for the greyhound racing industry in 1992.

TVMDL's primary clients are Texas animal owners and veterinarians; state and federal agencies, including the Texas Animal Health Commission, Texas Parks and Wildlife Department, Texas Department of Criminal Justice, and the U.S. Department of Agriculture; and, the state's food animal industries. TVMDL provides services to these clients by conducting laboratory tests on specimens from live or deceased animals and their environments. In addition, the laboratory facilitates commerce of Texas livestock by providing tests required for international, intrastate, and interstate movement of animals. TVMDL also provides critical laboratory data necessary to identify disease outbreaks, including emerging, reemerging, and zoonotic diseases, and provides appropriate warnings to individuals and governmental agencies. Early disease detection is a critical contribution by TVMDL to the One Health/One Medicine approach to ensuring public health.

Accredited by the American Association of Veterinary Laboratory Diagnosticians (AAVLD) as a full-service veterinary diagnostic laboratory, TVMDL is committed to providing state-of-the-art, quality diagnostic services concentrated on maximum testing accuracy, timeliness, and cost-effectiveness. Attaining these goals not only provides immediate benefits to the animal owner but also ensures the success of a disease surveillance system that provides an early detection system for high-consequence animal diseases.

Currently the USDA recognizes TVMDL as a Level 1 laboratory in the National Animal Health Laboratory Network (NAHLN), a group of state and regional laboratories performing surveillance testing for high-consequence agricultural and zoonotic pathogens. TVMDL performs testing and surveillance for transmissible spongiform encephalopathies, avian influenza, H1N1 influenza, foot and mouth disease, vesicular stomatitis, contagious equine metritis, classical swine fever (hog cholera), scrapie, and African swine fever. To conduct testing on these agents, TVMDL maintains Biosafety Level 3 (BSL-3) laboratories at its College Station location, capable of safely working with and containing high-consequence animal disease agents. Because of the importance of animal agriculture in the Texas Panhandle, TVMDL also constructed a BSL-3 laboratory at the Amarillo location, completed in 2011.

While maintaining traditional service to the food animal industries and companion animal owners of Texas, TVMDL is dedicated to developing new diagnostic tools, incorporating state-of-the-art technology, increasing efficiency, and continuing to provide clients with professional expertise to help them solve difficult cases. The laboratory's success can be attributed to a dedicated and skilled professional, technical, and administrative staff of 165 at its four locations and to the professional relationships TVMDL has developed with practicing veterinarians, industry leaders, and the general public.

Since 2013, TVMDL has been utilizing a COTS LIMS system. This system does not meet the high throughput; advanced technology needs of the TVMDL. The existing LIMS solution forces TVMDL to remain at the level of outdated information technologies or to continue to create work-around solutions that do not utilize the LIMS, and thus, do not track the full results of the scientific processes being utilized in the labs. Also, the ability to streamline processes and information flow between internal and external customers is lacking.

This RFP allows for the acquisition and implementation of an enterprise solution that should encompass a state-of-the-art technological LIMS system for TVMDL. This platform should support the automation of business processes to better support the mission of TVMDL and allow for improved communications and data sharing with internal staff, external customers, stakeholders, and partners. This technology should also allow for standardization with industry terminology and enable TVMDL to exchange data in "real-time" with other diagnostic laboratories, as well as customers and stakeholders. In addition, integration of the new LIMS system with the Federal and State emergency response efforts should streamline the flow of information between teams working to manage high consequence disease events. It should enable TVMDL to provide rapid, accurate information to State and Federal authorities so that they can make informed decisions for detecting, controlling, and recovering from such events.

1.2 CONTRACT TERM

The services requested shall be provided for a period not to exceed 15 months, beginning November 1, 2017, or the last signature date, whichever is later, and ending no later than January 31, 2018, or 15 months from the last signature date, whichever is later. At the sole option of TVMDL, the contract may be extended as needed, not to exceed a total of six (6) months. Any extensions shall be at the same terms and conditions, plus any approved changes.

1.3 DEFINITIONS

The following terms and phrases shall have the meanings assigned unless the contract indicates a contrary meaning. For purposes of this RFP, the following definitions apply:

- Acceptable Quality Level – The level of service below which the contract will not be paid or damages may be assessed.
- Addendum – A modification of the specifications issued by TVMDL and distributed to prospective respondents prior to the opening of proposals.

- COTS – Commercial Off-the-Shelf software or hardware. Generally technology or computer products, that are ready-made and available for sale, lease, or license to the general public.
- Contract – The contract awarded as a result of this RFP and all exhibits thereto. This RFP, any addenda issued in conjunction with this RFP, the successful respondent's proposal, any requests for revisions, and subsequent submission by respondent, shall be fully incorporated therein as exhibits, and the purchase order.
- Contract Coordinator – The individual designated by TVMDL and identified in the purchase order as authorized to represent TVMDL during the term of the contract.
- Contractor – The individual, partnership or corporation whose proposal response is accepted and who enters into a contract with the Owner.
- Day – Shall mean business day(s), Monday through Friday, except for State and Federal holidays. If the contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.
- Desired Function or Process – Preferred LIMS function or process that should be included in the proposed LIMS, although not essential for being deemed a qualifying proposal. Respondent may submit and clarify another like function or process that is substantially equivalent, as evaluated by TVMDL.
- ESBD – State of Texas Electronic State Business Daily, available on-line at <http://esbd.cpa.state.tx.us/>
- Gov't Code – Texas Government Code.
- HSP – Historically Underutilized Business Subcontracting Plan.
- LIMS – Laboratory Information Management System. Software solution utilized to track and manage all laboratory activities to include receiving, testing, resulting, reporting, and invoicing.
- Mandatory Function or Process – Essential and required LIMS function or process that must be included in the proposed LIMS to be deemed a qualifying proposal, unless respondent submits and clarifies another like function or process that is substantially equivalent, as evaluated by TVMDL.
- Owner – Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL), an agency of the State of Texas.
- Proposal – The response submitted by a respondent to TVMDL as a result of this RFP.
- Respondent – Any individual, partnership or corporation who submits a proposal in response to this RFP.
- RFP – Request for Proposal. The written notice or solicitation inviting the submission of proposals for the specified requirements, embodied in this document.
- Submittal Instructions – The section describing the method of preparing and submitting proposals and of awarding the contract together with other information of value to prospective respondents.
- TAC – Texas Administrative Code, which is the publication for administrative rules.

SECTION II REQUIREMENTS

2.1 SERVICE & SYSTEM REQUIREMENTS

2.1.1 Services shall include, but are not limited to, the requirements contained in this RFP. Detailed system requirements are outlined in Exhibit D. Commodities/Services set forth that contain the words "must" or "shall" are mandatory and must be provided as specified with no alteration, modification, or exception. Commodities/Services set forth that contain the words "may" or "can" allow respondents to offer alternatives to the way the commodities/services are provided.

2.1.2 The requested commodities/services and corresponding deliverables are as follows:

- (1) The software acquired for the new system will be used to support the following mandatory and desired features:
 - Authentication and authorization of users
 - Role-defined user security
 - Online results interface
 - Online sample information submission
 - High throughput sample receiving and case accessioning
 - Barcoding or other technology-enabled unique identification, tracking and work flow efficiency
 - High throughput assigning/ordering tests for specimens
 - Bidirectional testing instrument interfaces with the LIMS
 - Approval of laboratory results before release to clients
 - Diagnostic and pathological findings capture
 - Charging requested supplies
 - Accounts receivable (optionally can integrate to third-party application)
 - System/application utilities
 - Reporting (query) requirements (optionally can integrate to third-party application)
 - Interface with external entities or applications through an industry standard application programming interface (API)
 - Reducing risks from continued use of older technology
 - Application management by in-house LIMS administration/support

NOTE: Itemized details are provided in Exhibit D – TVMDL LIMS Requirements Sheet.

- (2) Roles and Responsibilities:

Contractor roles:

- Project Manager – Individual designated by the contractor who will provide the single point of contact for management and coordination of contractor's work.
- Functional Managers, Business Analysts, Engineers, and/or Subject Matter Experts (SMEs) – Individuals and teams task-directed by the Project Manager to support and fulfill requirements of the Project.
- Contractor shall have the obligation to request of TVMDL, in writing, in advance, any changes to key contractor roles (by name, with resume demonstrating sufficient experience and training). TVMDL will assess requests and provide a written approval/disapproval (with reasons) to contractor within five (5) calendar days.

TVMDL roles:

- Sponsor – The TVMDL Laboratory Director will provide strategic leadership and oversight to the project and will have the ultimate authority for TVMDL for approval of all aspects of the contract.
- Project Manager – The TVMDL Laboratory Director will designate a staff member to serve as the primary point of contact for communications with the contractor's Project Manager.
- Contract Coordinator – The TVMDL Chief Financial Officer will serve as the Contract Coordinator. This individual will exercise TVMDL's rights and obligations under the Contract. All work performed shall be subject to review, coordination and approval by the Contract

Coordinator, who will, with approval from the Laboratory Director, determine the quality, acceptability, and appropriateness of the work provided under contract. The Contract Coordinator will decide all questions which may arise as to the fulfillment of the contract on the part of the contractor and such determinations and decisions, with approval of the Laboratory Director, will be final and conclusive.

- Technical Manager – The TVMDL IT Manager serves as TVMDL's Chief Information Officer who will provide technical leadership of operational performance and tests.
- Project Engineer – Senior member of the TVMDL IT team designated by the Technical Manager who will provide most of the technical liaison for TVMDL for the project.
- Business Analyst – Individual who will analyze and document/outline current and new business processes and assist with project technical implementation.
- Functional Managers and Subject Matter Experts (SMEs) – Individuals and teams task-directed by the TVMDL Project Manager to support and fulfill requirements of the project.
- TVMDL shall have the obligation to notify contractor, in writing of any changes to key roles (by name, with contact information).

2.2 SUBCONTRACTORS

Subcontractors providing service under the purchase order shall meet the same requirements and level of experience as required of the respondent. No subcontract under the purchase order shall relieve the primary respondent of responsibility for the service. If the respondent uses a subcontractor for any or all the work required, the following conditions shall apply under the listed circumstances:

2.2.1 Respondents planning to subcontract all or a portion of the work shall identify the proposed subcontractors.

2.2.2 Subcontracting shall be at the respondent's expense.

2.2.3 Texas A&M AgriLife Purchasing retains the right to check subcontractors' background and decide to approve or reject the use of submitted subcontractors.

2.2.4 The contractor shall be the only contact for Texas A&M AgriLife Purchasing and subcontractors. The contractor shall list a designated point of contact for all Texas A&M AgriLife Purchasing and subcontractor inquiries.

2.3 PERFORMANCE TRACKING

2.3.1 Project Manager(s) – All contractor's contact shall be through or copied to TVMDL's Project Manager. The contractor shall designate a Project Manager who will provide the single point of contact for management and coordination of contractor's work.

2.3.2 TVMDL will monitor the performance of the contract issued under this RFP. All commodities/services under the contract shall be performed at an acceptable quality level and in a manner consistent with acceptable industry standards, custom, and practice.

2.3.3 In the event acceptance of deliverables is not described in additional contract documents, TVMDL shall have the obligation to notify contractor, in writing ten (10) calendar days following installation of any deliverable described in the contract, if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a deliverable is unacceptable. Acceptance by TVMDL shall not be unreasonably withheld, but may be conditioned or delayed as required for installation and/or testing of deliverables. Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the deliverables fail to meet any specifications or acceptance criteria TVMDL may exercise any and all rights hereunder, including such rights provided by the Uniform Commercial Code as adopted in Texas. Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the deliverables or non-compliance with the specifications was not reasonably ascertainable upon initial inspection. If the contractor fails to promptly cure the defect or replace the deliverables, TVMDL reserves the right to cancel the purchase order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original

contract price. When deliverables are rejected, the contractor must remove the rejected deliverables from the premises of TVMDL within seven (7) calendar days of notification, unless otherwise agreed by TVMDL. Rejected items may be regarded as abandoned if not removed by contractor as provided herein.

- 2.3.4 Governmental Restrictions – In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the deliverables offered prior to delivery thereof, the contractor shall provide written notification of the necessary alteration(s) to the TVMDL Project Manager. TVMDL reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract. Similarly, TVMDL may advise the contractor of any restrictions or changes in specifications required by Texas legislation, rule, or regulatory authority that require compliance by TVMDL. In such event, the contractor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by TVMDL, TVMDL may terminate this contract and compensate the contractor for sums due under the contract.
- 2.3.5 Project Deliverables – In addition to deliverables defined within the proposal, the awarded contractor for this project shall also be responsible for providing the following deliverables:
- (1) Bi-weekly Progress and Status Report – The contractor Project Manager shall submit a bi-weekly progress and status report covering the accomplishments, issues, concerns, risks review, and action items. The report shall be submitted by 12:00 PM Central Time on alternating Wednesdays to the TVMDL Project Manager and Laboratory Director.
 - (2) Bi-weekly Project Team Meetings – Participate in bi-weekly project team meetings at the dates, times, and locations established by TVMDL. In addition, contractor is required to meet with TVMDL personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract. These meetings will occur if problems arise and will be coordinated by TVMDL. The contractor will be given reasonable and sufficient notice of meeting dates, times and locations. Meetings will be face-to-face, conference calls, or via Webinar, as appropriate and negotiated. Notes from meetings will be included by the contractor in bi-weekly Progress and Status Reports. Consistent failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems, may result in termination of the contract.
 - (3) Project Management Plans – The contractor's Project Manager shall submit each of the following Project Management Plans within forty-five (45) calendar days after contract award. These plans shall be mutually agreed upon by TVMDL and the awarded Contractor within ten (10) days of submission.
 - (a) Staffing and Resource Management Plan – Indicates both people, system, and network resources required for this implementation, by month or more frequently, as relevant. This plan shall cover contractor resources. Stakeholder management is key in this plan. It shall include contractor escalation management path for issue resolution. Stakeholders are TVMDL and the contractor.
 - (b) Acceptance Plan – Will define the process to be followed and criteria for acceptance of each Milestone and Deliverable and shall be mutually agreed upon by TVMDL and the contractor. The Acceptance Plan shall include the following elements: Introduction (including the purpose of the Acceptance Plan, Overview, Scope, Definitions, and References), Roles and Responsibilities, Acceptance Tasks, Criteria for Milestones and Deliverables, Problem Resolution and Corrective Action, Acceptance Environment, and Deliverable/Service Acceptance Form.
 - (c) Quality Management Plan – Describes the contractor's method of testing the system and ensuring defects are identified and resolved. Upon award of contract, the contractor shall create the quality management plan based on input from TVMDL's Project Manager. The

final version shall be accepted by TVMDL in writing before contractor may proceed with implementation of the contract. The quality management methodology that will be used in this contract shall be included in the Quality Management Plan.

- (d) Change Management Plan – Describes the Change Control Board and the procedures in any changes to be made to the contract (e.g., deliverables, timelines). No less than two (2) TVMDL representatives shall be assigned/appointed to the Change Control Board by the Laboratory Director.
- (4) Issue Log – A joint deliverable maintained by the TVMDL Project Manager and contractor Project Manager, detailing any contract and project issues, estimated severity of risk, to whom these issues are assigned, when they will be resolved, and the actual resolutions.
- (5) Information Security Testing – The contractor shall cure all security deficiencies at no cost to TVMDL unless TVMDL determines that TVMDL's action or inaction caused the deficiency. Refer to Texas Administrative Code, Title 1, Part 10, Chapter 202 for the State of Texas Information Security Policies. The contractor must provide the following certification: "Vendor hereby certifies that the network hardware or software, as applicable, procured or leased under this contract, has undergone independent certification testing for known and relevant vulnerabilities in accordance with paragraph 2059.060, Texas Government Code." Verification and acceptance of security compliance will be up to TVMDL's Information Security Officer.
- (6) Release Notes – The contractor shall provide release notes describing each upgrade and maintenance for a scheduled release at least a week in advance.
- (7) User's Manual or Equivalent Documentation – Contractor shall provide, in an agreed upon electronic format, documentation deemed sufficient by TVMDL to train staff on the use, administration and maintenance of the LIMS software, including setup and management of proper IT infrastructure as appropriate. If 3rd-party applications are part of the solution, contractor will provide links to such documentation for those applications.

SECTION III PROPOSAL INFORMATION

3.1 SCHEDULE OF EVENTS

TVMDL will make every effort to adhere to the following schedule for this RFP:

<u>EVENT</u>	<u>DATE</u>
Issue RFP	August 11, 2017
HUB Subcontracting Plan Pre-Proposal Webinar Conference	August 23, 2017
Deadline for Submission of Questions	August 24, 2017
Written Response to Questions Posted on the ESBD	August 31, 2017
Deadline for Submission of Proposals	September 8, 2017
Initiate interviews (e.g., clarifying questions) with Proposal finalists	September 19, 2017
Request Best and Final Offers from finalist(s) (to be determined)	September 26, 2017
Deadline for receipt of Best and Final Offers from finalist(s) (TBD)	October 6, 2017
Expected selection of finalist	October 13, 2017
Award of Contract	October 27, 2017
Expected Contract Start Date	November 1, 2017

3.2 REVISIONS TO SCHEDULE

Texas A&M AgriLife Purchasing reserves the right to change the dates in the schedule of events above upon written notification to prospective respondents through a posting on the Electronic State Business Daily (ESBD) as an addendum. It is the responsibility of interested parties to periodically check the ESBD for updates to the RFP prior to submitting a proposal. The respondent's failure to neither periodically check the ESBD will in no way release the selected contractor from the requirements of addenda or additional information nor will any resulting additional costs to meet the requirements be allowed after award(s).

3.3 PROPOSAL SUBMISSION REQUIREMENTS

Respondents shall submit:

Two (2) hard copies (with one serving as the original and the other as a copy) and two (2) virus free flash drives of the complete RFP response as specified above.

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

NOTE: The original signature on ONE (1) hard copy will serve as the official signature of record for all flash drive copies.

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

Response package (box/carton) must indicate on the lower left-hand corner the respondent's company name, the proposal opening date, and RFP number.

- 3.3.1 Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the proposal.
- 3.3.2 TVMDL will not consider any proposal that bears a copyright. Proposals will be subject to the Texas Public Information Act (PIA), Texas Government Code, Chapter 552, and may be disclosed to the public upon request. The proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the respondent to include proprietary or otherwise confidential information in its proposal or other submitted information, the respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA. Merely making a blanket claim that the entire proposal is protected from disclosure because it contains some proprietary information is not acceptable, and shall make the entire proposal subject to release under the PIA. In order to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described below. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA. Subject to the Act, respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a proposal, shall be clearly marked at each page it appears. **Such marking shall be in boldface type at least 14 point font.**
- 3.3.3 Contents - Listed below is a summary of all information to be included in a proposal submitted in response to this RFP. Texas A&M AgriLife Purchasing reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of TVMDL. Proposals submitted without this information will be evaluated accordingly. Failure to do so may result in disqualification.
- (1) Respondent Information (Attachment B): Include the following information related to the responding business entity: formal name and all assumed names used by the business entity; structure of business entity (i.e., sole proprietorship, partnership, corporation, etc.); state in which business entity was formed or incorporated; physical address and mailing address; principal place of business; whether, and to what extent, Respondent has established a physical presence in the State of Texas including relevant timeframes; and, name, title, address, telephone number, facsimile number, and e-mail address of Respondent's primary contact.
 - (2) The Respondent must provide evidence Experience and Qualifications. Describe services your organization has provided in the past 5 years that demonstrate your organization's capability to carry out the proposed services. Include the nature of the services provided, scope of activities, and the organization for which the service was provided. Also, provide any experience in providing similar services to public entities. Include resumes for all personnel who will be responsible for the management and day-to-day operations of the products/services solicited in this RFP. TVMDL has the authority to accept or reject Respondent personnel. All personnel assigned to the Project shall have a minimum of five years of relevant experience and training.
 - (3) References (Attachment C): Include a minimum of three (3) references from clients for whom similar services were performed or products were provided. Include project description, contact names, email address for contact, contact's position, and company name and telephone number for each reference listed.
 - (4) The Respondent must provide evidence of commitment toward responsible and successful project management. Examples to consider include, but are not limited to:

- (a) Description of the respondent's philosophy and practices which promotes the development of quality data management systems.
 - (b) Description of the organization's processes for receiving and acting on requests from TVMDL; processes for gathering the information regarding customization, enhancements and issues; and, processes for resolving outstanding issues and problems.
 - (c) Description of the respondent's plans for hiring, training, and maintaining qualified staff to develop and/or maintain the proposed LIMS solution.
 - (d) Description of the respondent's plans for developing, safeguarding, and maintaining the confidentiality information and related financial records in accordance with the development and maintenance of the LIMS.
 - (e) Description of the respondent's processes, methods, and strategies for complying with and accomplishing the outcomes based on this RFP's Statement of Work (e.g., specific contractor's Roles and Responsibilities, Mandatory and Desired Functions or Processes). Respondent should consider including a brief explanation of how the organization will evaluate the effectiveness of its processes, methods, strategies, and best practices to determine favorable implementation of operation of the proposed system solution. Respondent shall provide an outline of the anticipated project plan, implementation plan and timeline, including roles, tasks, and responsibilities for both TVMDL and the vendor that are required for successful project implementation and completion.
 - (f) Description of the respondent's accounting system which ensures it follows generally accepted accounting principles to assure TVMDL is billed only for work specific to the development, maintenance, and/or enhancement of the LIMS include a description of any internal or external financial audits conducted by or on the behalf of the respondent.
 - (g) Description of the respondent's technology or methodologies to be used in accessioning, processing, tracking, and maintaining information on the proposed LIMS solution (i.e., clearly identifying/explaining the technology and methodology used).
- (5) Proposed Products/Services - Respondents must submit a completed Exhibit D – TVMDL LIMS Requirements Sheet, per embedded instructions:
- (a) Must indicate whether the proposed software supports each functionality by specifying the appropriate category code(s) for each item in the "Category" column. Supply one or more of the following category codes for each item in the matrix: F = Provided fully functional out-of-the-box or with configuration (no changes to internal programming code required); CU = Customization/Software Enhancement (any custom development requiring changes to internal programming code, custom scripts, etc.); SR = Provided with standard reporting tools that are part of the proposed software solution; TP = Third-party software required to fully meet requirement (e.g., software needed for reporting or publication); N = Functionality NOT met by the proposed software solution (NOTE: Designating N for a "Desired" requirement does NOT disqualify the Proposal.).
 - (b) Must explain in the Comments column any items requiring customization (CU). Must include the cost for each item that needs customization beside corresponding requirement and include this in the customization cost in the Cost Proposal.
 - (c) Must explain in the Comments column any items requiring third-party software to fully meet the requirement (TP). Must include the cost of the third-party software required beside corresponding requirement and include this cost in the Cost Proposal.
 - (d) Must explain in the Comments column "how" the proposed software supports each functionality item. Comments should be brief.

NOTE: The columns of itemized mandatory and desired Functions or Processes may not be altered by respondents.

(6) Compensation and Fees -

- (a) TVMDL will not reimburse the respondent for any cost related to its proposal. The respondent is responsible for any expense related to the preparation and submission of its proposal.
- (b) Travel Expenses - TVMDL will reimburse actual travel expenses, pre-authorized by the TVMDL Contract Manager, only for days on which the contractor's representatives are required to be on-site performing services under this contract. Contractor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. Other allowable travel expenses include baggage fees, parking, rental vehicle fuel, highway tolls, and commercial local transportation (e.g., taxi, bus, or shuttle), all of which must be documented with receipts. Daily per diem reimbursements will not exceed GSA allowances (GSA Allowance Website, <http://www.gsa.gov/portal/category/21287>) and will be limited to actual expenses (lodging and lodging taxes [receipts required], meals [receipts required], and reasonable authorized incidentals). Travel expenses exceeding the foregoing rates shall not be paid by TVMDL. All contractor incurred travel expenses shall be billed on a monthly basis, shall be supported by applicable receipts and shall be paid by TVMDL within thirty (30) days after invoice approval.
- (c) Respondent must submit a completed Exhibit C – TVMDL LIMS Costs Sheet describing any applicable costs for the proposed software, implementation project, annual maintenance fee, etc. Nomenclatures in the TVMDL LIMS Cost Sheet can be altered for relevance to respondent's proposal. Appropriate detailed itemization will be appreciated.
- (d) Compensation Schedule – Provide a proposed compensation schedule for significant milestones/deliverables to be performed in response to this RFP.

As an example, upon selection of a system, TVMDL will contract a plan that allows milestone payments against deliverables. The implementation/payment milestones outlined below are flexible and will depend on the system and chosen methodology. They are however, indicative of TVMDL's desires.

- Milestone I, Placement of order, 10% of cost.
- Milestone II, Completion of functional design specification, 20% of cost.
- Milestone III, Delivery of configured system, 20% of cost.
- Milestone IV, Completion of acceptance testing/validation, 10% of cost.
- Milestone V, Go live – full system implementation, 25% of cost.
- Milestone VI, Final acceptance – six (6) months after full system implementation, balance (15%) of total cost.

NOTE: TVMDL will retain the fifteen (15%) of the cost of system implementation for up to six (6) months after full system implementation has been achieved. Release of retainage shall occur only when the system is operating at full functionality in a live environment and TVMDL provides written acceptance of the system. TVMDL may, in its sole discretion, release all or any portion of the retainage in advance of final system acceptance based upon Quality Assurance reviews, risk assessment, and contractor's performance.

- Additionally – Invoicing for unanticipated work, as negotiated, shall not exceed 10% of the total costs identified by the contract, and shall be submitted.

- (e) Proposals must include estimates for annual operating costs and periodic support/maintenance/updates for up to eight (8) years following expiration of any warranty period(s). Proposals must include a copy of a typical, relevant support agreement (with or without varying support levels) that includes relevant parameters (e.g., categories of severity, service tracking and reporting mechanism, chain-of-command reporting, planned response times, etc.). The initial support agreement should include at least eight (8) optional annual renewals with estimated price adjustments based on the Consumer Price Index (CPI-W) with base year 2017, or maximum 5% annual increase cap whichever is less. See Exhibit F for calculation details. The support agreement should include that contractor offers at no charge, any enhancements, upgrades, or new releases to TVMDL as part of the support agreement (NOTE: TVMDL can decline to implement enhancements, upgrades or new releases if those programs interfere with TVMDL's intended usage or operating environment.).
- (7) The respondent must provide evidence of financial responsibility and stability for performance of the requirements/services for which a proposal is submitted. In addition, the respondent must disclose the source of any outside financial resources that will be utilized by the respondent to enable it to perform any contract awarded pursuant to the RFP. Respondent must provide copies of documents to show the financial capability to demonstrate financial solvency, and to verify the capacity to fulfill the requirements of this RFP. The documents must include but are not limited to a copy of your most recent audited financial statement and 10-K statement (if publicly traded) or a certified copy of your company's most recent financial statement (if privately held). TVMDL reserves the right to require any additional information necessary to assess the financial integrity and responsibility of a respondent and to reject a response on the grounds of the respondent's financial soundness.
- (8) Substitute W-9 - Form may be found at: <http://agriflifeas.tamu.edu/library/pdf/forms/ag-217.pdf>
- (9) Execution of Offer (Exhibit B) - Must be signed by respondent's company official authorized to commit such responses. Failure to sign the Execution of Offer may be basis for response disqualification.
- (10) Non-Collusion (Exhibit B) - Must be signed by respondent's company official authorized to commit such responses and notarized. Failure to sign and notarize the Non-Collusion may be basis for response disqualification.
- (11) Historically Underutilized Businesses (HUB) Subcontracting Plan (HSP) (Exhibit A) - The HSP must be completed, signed, and returned with the proposal. Include all subcontractors on the HSP; state whether each subcontractor has been certified as a HUB by the State of Texas; and if certified, provide the most recent date of certification. Complete the remainder of the HSP forms as directed. Failure to complete and return the HSP with the submitted proposal will result in rejection of the proposal. In the event the respondent should determine it is necessary to execute additional or alternative subcontracts for any of the performances under the contract, the respondent shall submit a revised HSP for prior approval before executing any subcontracts. The respondent shall also transmit to Texas A&M AgriLife Purchasing for review and prior approval, a true copy of the subcontract it proposes to execute with a subcontractor. The respondent, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), TVMDL is in no manner liable to any subcontractor(s) of the respondent. In no event shall this provision relieve the respondent of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this RFP and contract. The respondent shall manage all quality and performance, project management, and schedules for subcontractors. The respondent shall be held solely responsible and accountable for the completion of all work for which the respondent has subcontracted.
- (12) Acknowledgement of Addenda – Attachment F

(13) The respondent must provide evidence of source code security and, for non-open source code, escrow (e.g., “Escrow Agreement” with a third-party escrow agent acceptable to TVMDL). Within thirty (30) days from the effective date of a contract, contractor will add TVMDL as a beneficiary to such Escrow Agreement. In the event (a) this contract or relationship with the contractor is terminated due to insolvency or the filing of involuntary bankruptcy proceedings pursuant to Chapter 7 of the U.S. Bankruptcy Code and (b) Contractor no longer offers support or maintenance services for the software (both (a) and (b) constituting the release condition (“Release Condition”) under the Escrow Agreement), the software code deposited in accordance with the Escrow Agreement (the “Deposit Materials”) shall be delivered to TVMDL and TVMDL shall be granted a license to use the Deposit Materials solely to repair, maintain, and support the software licensed to State pursuant to this project and follow-on use of the software. The license to the Deposit Materials under this Section shall terminate upon the termination or cure of the Release Condition. The costs for the escrow shall be included on the cost sheet.

SUBMITTAL CHECKLIST	
	Respondent Information – Attachment B
	Experience
	References - Attachment C
	Evidence of commitment toward responsible and successful project management, Section 3.3.C.4
	Exhibit D – TVMDL LIMS Requirements Sheet
	Exhibit C – TVMDL LIMS Costs Sheet and Compensation Schedule 3.3.6.D
	Financial Submittal – Section 3.3.C.7
	Substitute W-9
	Execution of Offer (Exhibit B) must be signed by Respondent’s company official authorized to commit such responses. Failure to sign the Execution of Offer may be basis for response disqualification.
	Non-Collusion (Exhibit B) must be signed by Respondent’s company official authorized to commit such responses and notarized. Failure to sign and notarize the Non-Collusion may be basis for response disqualification.
	HUB Subcontracting Plan- Exhibit A
	Acknowledgement of Addenda – Attachment F

3.4 INQUIRIES

Respondents are strongly encouraged to submit written questions during the official question and answer period regarding any term or condition of this RFP and whether TVMDL may negotiate that provision under this RFP.

- 3.4.1 All inquiries shall be submitted in writing to Chris Chamberlain by facsimile to 979-458-1217 or e-mail to cchamberlain@tamu.edu by August 24, 2017, 5:00 PM Central Time.
- 3.4.2 All inquiries will result in written responses with copies posted to the Electronic State Business Daily, available at <http://esbd.cpa.state.tx.us>. If a respondent does not have internet access, a copy of all written responses may be obtained through the point of contact listed above.
- 3.4.3 Upon issuance of this RFP, other employees and representatives of TVMDL will not answer questions or otherwise discuss the contents of the RFP with any potential respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFP.
- 3.4.4 If respondent takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by Section in respondent’s proposal in response to this RFP and respondent’s alternative must also be provided in the proposal. Respondent cannot take a blanket exception to this entire RFP. If any respondent takes a blanket exception to this entire RFP or does not provide proposed alternative language, the respondent’s proposal may be disqualified from further consideration. Any exception may result in the contract not being awarded to the respondent.

3.5 PROPOSAL SUBMISSION

3.5.1 All proposals shall be received and time stamped at Texas A&M AgriLife Purchasing prior to September 8, 2017, 5:00 PM, Central Time, at the address below. Texas A&M AgriLife Purchasing reserves the right to reject late submittals. Proposals should be placed in a separate envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is the respondent's responsibility to appropriately mark and deliver the proposal to Texas A&M AgriLife Purchasing by the specified date. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice, or receipt from a commercial carrier; or any other documentation in lieu of the on-site time stamp WILL NOT be accepted. **Respondents are requested to send a flash drive with proposal submitted to the delivery address shown below to facilitate review.**

United States Postal Service:

Texas A&M AgriLife
Purchasing Department
MS 2147
College Station, TX 77843-2147

Hand Delivery or Express Mail Service:

Texas A&M AgriLife – Purchasing
Administrative Services Building
578 John Kimbrough Blvd, Rm 419
Texas A&M University
College Station, TX 77843-2147

3.5.2 Telephone and facsimile proposals will not be accepted.

3.5.3 Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted proposal.

3.6 PROPOSAL OPENING

Proposals will be opened at Texas A&M AgriLife – Purchasing, Administrative Services Building, 578 John Kimbrough Blvd, Rm 419, Texas A&M University, College Station, TX 77843-2147.

3.6.1 All submitted proposals become the property of TVMDL after the RFP submittal deadline/opening date. The submitted proposals and accompanying documentation will not be returned.

3.6.2 Proposals submitted shall constitute an offer for a period of ninety (90) days or until selection is made by TVMDL, whichever occurs earlier.

3.7 PROPOSAL EVALUATION AND AWARD

3.7.1 The intent of Texas A&M AgriLife Purchasing on behalf of TVMDL is to award a contract to the respondent whose proposal is considered to be the best value to the state in accordance with Texas Education Code 51.9335. A "Best Value" award decision is based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the proposal; the respondent's past performance; and, the evaluated probability of performing the requirements stated in the RFP on time, with high quality, and in a manner that accomplishes TVMDL's objectives and maintaining industry standards compliance.

3.7.2 An evaluation team will be established to evaluate the proposals. The team will include employees of TVMDL and may include other impartial individuals who are not TVMDL employees.

3.7.3 The evaluation team will evaluate and score each proposal based on the following criteria:

- 15% – Quality and thoroughness of response
- 40% – Respondent's plan for supporting the contract and respondent's qualifications (e.g., history and experience) in providing services requested
- 35% – Cost(s)
- 10% – Respondent's customer references

- 3.7.4 The evaluation team may determine that interviews or discussions with “finalists” are necessary to clarify or verify a written proposal. Texas A&M AgriLife Purchasing may, at its discretion, elect to have finalists provide oral presentations of their proposals and/or demonstrations. The evaluation team will determine if discussions and/or Best and Final Offers (BAFOs) are necessary. A request for BAFOs is at the sole discretion of Texas A&M AgriLife Purchasing and will be requested in writing with reasonable deadline for response. Following applicable interviews and/or BAFOs, the evaluation team will further evaluate the finalists using the same criteria above and make a recommendation for award. Award of a contract may be made without discussions or BAFOs, if in the best interest of TVMDL.
- 3.7.5 Information obtained from Texas Procurement and Support Services Performance Tracking System may be used in evaluating responses to solicitations for goods and services to determine the best value for the state.

SECTION IV
GENERAL TERMS AND CONDITIONS
(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

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.

TVMDL reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous and award based on the evaluation criteria. Additionally, all respondents are hereby notified that TVMDL shall consider all factors it believes to be relevant. TVMDL's decision is final.

Responses are to be valid for a minimum of ninety (90) days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

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

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

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

Questions should be directed to the Texas A&M AgriLife Purchasing official identified in Section 3.4 of this Request for Proposal.

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

TVMDL 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 TVMDL at its option.

This procurement will be conducted in accordance with The Texas A&M University System Policy 25.07.03, and 51.335 of the Texas Education Code. Any contract resulting from this procurement shall consist of one (1) document. This document will contain all of the rights and duties of the parties extracted from the relevant terms and conditions of the RFP (including its attachments, exhibits, supplements, and addenda), the successful contractor's proposal, any TVMDL request for a Best and Final Offer, and any successful contractor's Best and Final Offer.

Any purchase order or contract resulting from this solicitation is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature on non-appropriations of federal funds. Respondent acknowledges that appropriation of funds is beyond the control of TVMDL.

The purchase order or contract for this procurement shall be governed, construed and interpreted under the laws of the State of Texas.

The purchase order is void if sold or assigned to another company without written approval of TVMDL. Written notification of changes to company name, address, telephone number, etc., shall be provided to the TVMDL as soon as possible, but not later than thirty (30) days from the date of change.

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

4.2 TERM OF THE CONTRACT

The services requested shall be provided for a period not to exceed 15 months, beginning November 1, 2017, or the last signature date, whichever is later, and ending no later than January 31, 2018, or 15 months from the last signature date, whichever is later. At the sole option of TVMDL, the contract may be extended as needed, not to exceed a total of six (6) months. Any extensions shall be at the same terms and conditions, plus any approved changes.

4.3 DEFAULT

In the event that the respondent fails to carry out or comply with any of the terms and conditions of the agreement with TVMDL, TVMDL may notify the respondent 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 respondent fails to remedy such failure or default within the ten (10) day period, TVMDL shall have the right to cancel the agreement upon thirty (30) days written notice.

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

4.4 TERMINATION

- For Convenience - The agreement may be terminated, without penalty, by TVMDL without cause by giving ninety (90) days written notice of such termination to the respondent.
- Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated.
- In no event shall such termination by TVMDL as provided for under this section give rise to any liability on the part of TVMDL including, but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. TVMDL's sole obligation hereunder is to pay the respondent for products and/or services ordered and received prior to the date of termination.

4.5 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 Texas A&M AgriLife Purchasing for prior review and approval. Only the contract administrator within Texas A&M AgriLife Purchasing or his/her designee will be authorized to sign changes or amendments.

In the event respondent requires an agreement, or order form to be signed the agreement or order form must be returned with this proposal for review prior to any subsequent award. TVMDL reserves the right to refuse consideration of an agreement and may hold proposer to any agreement entered because of a purchase order being issued from this proposal.

4.6 INDEPENDENT CONTRACTOR STATUS

Contractor agrees that contractor and contractor's employees and agents have no employer-employee relationship with TVMDL. TVMDL 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 TVMDL furnish any medical or retirement benefits or any paid vacation or sick leave or transportation. Contractor shall observe and abide by all

applicable laws and regulations, policies and procedures, including but not limited to those of TVMDL relative to conduct on its premises.

4.7 RIGHT TO AUDIT

At any time during the term of this agreement and for a period of two (2) years thereafter TVMDL or duly authorized audit representative of State of Texas Auditors, TVMDL, or the Texas A&M University System, at its expense and at reasonable times, reserves the right to incrementally audit contractor's records and manufacturer's pricing relevant to all pricing provided under this agreement. In the event such an audit by TVMDL reveals any errors/overpayments by TVMDL, Contractor's shall refund TVMDL the full amount of such overpayments within thirty (30) days of such audit findings, or TVMDL at its option, reserves the right to deduct such amounts owing TVMDL from any payments due Contractor.

4.8 SALES AND USE TAX

TVMDL, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The respondent 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.

4.9 OBSERVANCE OF TVMDL RULES AND REGULATIONS

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

4.10 NON-DISCLOSURE

Contractor and TVMDL 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 contractor or TVMDL unless required by law.

4.11 PUBLICITY

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

4.12 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.

4.13 NON-WAIVER OF DEFAULTS

Any failure of TVMDL 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 TVMDL at any time to avail itself of same.

4.14 APPLICABLE LAW AND VENUE

Respondent agrees that the contract in all respects will be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. Respondent also agrees that the exclusive venue and jurisdiction of any legal action or suit concerning TVMDL under any resulting contract is, and that any such legal action or suit will be brought, in a court of competent jurisdiction in BRAZOS County, Texas.

4.15 DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used as further described herein, by TVMDL, and the contractor to attempt to resolve any claim for breach of contract made by contractor:

4.15.1 Contractor's claim for breach of any resulting contract, that the parties cannot resolve in the ordinary course of business, shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Texas Government Code. To initiate the process, contractor shall submit written notice, as required by Subchapter B, to:

Dr. Bruce Akey, TVMDL

Said notice shall also be given to all other representatives of TVMDL and contractor otherwise entitled to notice under the parties' contract. Compliance by contractor with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Texas Government Code.

4.15.2 The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TVMDL if the parties are unable to resolve their disputes under subparagraph (4.15.1) of this paragraph.

4.15.3 Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by TVMDL, nor any conduct of any representative of TVMDL thereafter, shall be considered a waiver of sovereign immunity to suit.

(1) The submission, processing, and resolution of contractor's claim is governed by the published rules as adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260 as currently effective, hereafter enacted or subsequently amended.

(2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of the performance by the contractor, in whole or in part.

(3) The designated individual responsible on behalf of TVMDL for examining any claim or counterclaim and conducting any negotiations related thereto, as required under Section 2260.052 of the Texas Government Code shall be Dr. Bruce Akey.

4.16 DELINQUENT CHILD SUPPORT OBLIGATIONS

A child support obligor who is more than thirty (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% is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires certification which is included in the execution of offer.

4.17 INDEMNIFICATION

Contractor agrees to indemnify and hold the State of Texas, the Board of Regents of Texas A&M University System, TVMDL, 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 the contractor or the acts or omissions of others under the contractor's supervision and control.

4.18 OTHER BENEFITS

It is understood and agreed that no benefits, payments or considerations received by Contractor 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.

4.19 CONFIDENTIALITY

TVMDL is a governmental body subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552. The proposal and other information submitted to TVMDL by the respondent are subject to release as public information by TVMDL. The proposal and other submitted information is presumed subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the respondent to include proprietary or otherwise confidential information in its proposal or other submitted information, the respondent must clearly label that proprietary or confidential information and identify the legal basis for confidentiality. Merely making a blanket claim that the entire proposal is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire proposal subject to release under the PIA. In order to trigger the process of seeking an

Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the proposal that are considered by the respondent to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified by the respondent as proprietary or confidential will be deemed subject to disclosure pursuant to the PIA. Respondent will irrevocably be deemed to have waived, and respondent agrees to fully indemnify the State of Texas, TVMDL any claim of infringement by TVMDL regarding the intellectual property rights of respondent or any third party for any materials appearing in the proposal.

If any material in the proposal is considered by respondent to be confidential or proprietary information, respondent **must** clearly mark the applicable pages of respondent's submission to indicate each claim of confidentiality. Additionally, respondent must include a statement on company letterhead identifying all proposal section(s) and page(s) that have been marked as confidential. Merely making a blanket claim that the entire proposal is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire proposal subject to release under the Texas Public Information Act.

By submitting a proposal, each respondent agrees to reproduction by the State of Texas, TVMDL, and other state agencies, without cost or liability, of any copyrighted portions of respondent's proposal or other information submitted by respondent to comply with any Legislative Budget Board reporting requirements or other reporting requirements mandated by law.

4.20 TEXAS PUBLIC INFORMATION ACT

All information, documentation and other material submitted by respondent under this proposal is subject to public disclosure under the Texas Open Records Act (Texas Government Code, Chapter 552). Respondent is hereby notified that TVMDL strictly adheres to this statute and the interpretations thereof rendered by the Courts and Texas Attorney General. Respondent shall be deemed to have knowledge of this law and how to protect the legitimate interests of the contractor.

By submitting a proposal or offer:

- (a) Contractor acknowledges that TVMDL 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 any resulting agreement, as well as any other disclosure of information required by applicable Texas law.
- (b) Upon the TVMDL's written request, contractor will provide specified public information exchanged or created under any resulting agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to TVMDL in a non-proprietary format acceptable to TVMDL. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TVMDL has a right of access.
- (c) Contractor acknowledges that TVMDL 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.

4.21 INTELLECTUAL PROPERTY

Pursuant to any resulting agreement, TVMDL will license specified uses of certain of its intellectual property and assets during the term of the agreement, as contemplated herein. However, TVMDL 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 contractor shall acknowledge TVMDL's ownership of its intellectual property in any resulting agreement and shall agree to assign any and all such intellectual property to TVMDL at the expiration or termination of any resulting agreement, if requested by TVMDL.

4.21.1 Escrow

Contractor shall have an escrow arrangement set-up whereby TVMDL will be provided with such source code and documentation if the contractor should go out of business or, for any reason, stop providing support for the LIMS. Upon a contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, contractor's dissolution, contractor's discontinuance of support of

any software or system, the contractor shall convey to TVMDL all rights, title and interests in licenses, software source codes, all custom software, and all associated software source code documentation that comprises any solutions proposed as a part of any contract awarded from this RFP. These rights include, but are not limited to, the rights to use, and cause others to use on behalf of TVMDL, said software, software documentation, licenses, software.

4.21.2 Custom Source Code

TVMDL shall solely own any custom software, including but not limited to application modules developed to integrate with a COTS, source-codes, maintenance updates, documentation, and configuration files, when developed under any contract resulting from this RFP.

For all custom software provided to TVMDL pursuant to any resulting contract, the contractor shall either provide the source code directly to TVMDL in a form acceptable to TVMDL, or deliver two (2) copies of each software source code and software source code documentation to a TVMDL approved escrow agent at no additional cost to TVMDL. Custom programming and associated coding will be the sole property of TVMDL. If the contractor's wishes to utilize the coding for internal use or for use with external customers, then the contractor shall negotiate such rights to use the coding.

TVMDL shall have the right to audit custom software source code and corresponding software source code documentation for each software product that comprises the solution as represented by the contractor. This audit shall be scheduled at any time that is convenient for the parties to be present. TVMDL shall be provided with software or other tools required to view all software source code. The contractor shall provide the current source code and documentation for all custom software to TVMDL at the time of contract termination.

4.21.3 Source Code Escrow

Source Code Escrow applies to this contract.

4.21.4 Data

Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a RFP shall become the property of the State. TVMDL is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations. See Data Protection in requirements.

4.22 FORCE MAJEURE

Neither contractor nor TVMDL shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this RFP caused by Force Majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force Majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and, that by exercise of due foresight, such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such Force Majeure, or otherwise waive this right as a defense.

4.23 TECHNOLOGY ACCESS CLAUSE

4.23.1 Effective September 1,2006, state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resource as specified in 1 TAC Chapter 213 when such products are available in the commercial market place or when such products are developed in response to a procurement solicitation.

4.23.2 Contractor shall provide TVMDL with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy

Accessible Wizard” (<http://www.buyaccessible.gov>). Vendors not listed with the “Buy Accessible Wizard” or supplying a URL to their VPAT must provide TVMDL with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the “Buy Accessible Wizard” or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

4.24 RENEGOTIATION OF PRICE

TVMDL will monitor market prices and prices paid by other governmental entities or other states for substantially similar goods and services during the term of the contract. If TVMDL determines that substantially similar goods and services are selling for meaningfully lower prices than the prices established in the contract, TVMDL may initiate price renegotiations with respondent and amend the contract to reflect a new, lower price, if agreed to by the parties.

4.25 TAX DEFICIENCY

Contractor hereby agrees that any payments due under any resulting 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.

4.26 PREVIOUS EMPLOYMENT

Contractor acknowledges and understands that Section 2252.901, Texas Government Code, prohibits TVMDL from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed as an employee by TVMDL within the past twelve (12) months.

4.27 SECURITY REQUIREMENTS

The respondent agrees that it and its personnel shall: (i) abide by all applicable federal, state and local laws, rules and regulations concerning Security of Information Systems and Information Technology security and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the TVMDL IT Policy and Standards are available online at: <http://agriflifeas.tamu.edu/documents/290103x001.pdf#15>

4.28 HUB POLICY AND HUB SUBCONTRACTING PLAN REQUIREMENTS

Per TAMU System Policy 25.06, The Texas A&M University System, Universities, and TVMDL are to encourage the use of Historically Underutilized Businesses (HUBs) both directly and indirectly in the agency’s prime contracts, subcontracts, and purchasing transactions. The goal of the HUB Program is to promote equal access and equal opportunity in TVMDL contracting and purchasing. Subcontracting opportunities are defined those opportunities contracted with a contractor to work, to supply commodities, or contribute toward completing work for a governmental entity.

It is the policy of the State of Texas and the A&M System 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 A&M System contracting and purchasing.

Based on the scope of this RFP, respondents must determine if they can perform the entire scope with their own resources or if it will be necessary to subcontract any portion of the scope. Subcontracting opportunities are defined as those opportunities contracted with a vendor to provide services, supply commodities, or contribute toward completing work for a governmental entity.

Subcontracting opportunities are possible for this RFP 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 RFP and will result in rejection of the submittal. The HUB Subcontracting Plan shall be submitted **with** the RFP response by the date and time specified.

Prepare the HUB Subcontracting Plan with the HUB Subcontracting Plan requirements - Attachment G. The HUB Subcontracting Plan shall be submitted within the RFP response and appropriately tabbed for easy reference.

If there are pre-existing agreements in place with companies who will be hired as subcontractors, the respondent will show those vendors as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the respondent will be expected to make a good faith effort according to the HSP instructions. Don't forget to include any backup documentation and sign the HSP form.

If the respondent is completing as **self-performing** a statement which attests that the respondent shall perform the subcontracting opportunities identified by TVMDL, with its own employees and resources is required. The sections in the HSP form to be completed for self-performing are Section 1, 2a (check No), 3 with your statement included in the open text field, and 4.

Documents attached are the State of Texas HUB Subcontracting Plan form, HSP 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/>.

Contact Dee Ann Schneider at da-schneider@tamu.edu or 979-845-4771 for questions on completing the HSP. **Please note that a pre-proposal conference will review the HSP submittal requirements.**

The pre-proposal webinar conference is scheduled for : Wednesday, August 23, 2017, at 2:00 p.m. CST. Attend via web meeting address at: <https://agrilife-tamu.webex.com>

The meeting number is: 926048821

Conference materials regarding HSP compliance may be found at the following link: <http://agrilifeas.tamu.edu/documents/conference-resource.pdf>

For questions regarding the HSP, contact Dee Ann Schneider at: Da-schneider@tamu.edu
979-845-4771

4.29 INSURANCE REQUIREMENTS

- 4.29.1 The successful contractor will be required per the indicated requirements (Exhibit E) to provide proof of insurance prior to beginning any work for TVMDL. The contractor will be held strictly liable for any damages to TVMDL property occurring during any installation.
- 4.29.2 Contractor 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 TVMDL. Insurance coverage shall provide for a thirty-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 these provisions. Acceptance of insurance certificates by TVMDL shall not relieve or decrease the liability of the contractor. Unless otherwise specified, the contractor shall provide and maintain, until the work included in this Request for Proposal is completed an accepted by TVMDL.
- 4.29.3 Certificates of Insurance and Additional Insured Endorsements as required by any resulting agreement will be mailed, faxed, or emailed to the following Texas A&M AgriLife Purchasing contact:

Chris Chamberlain, CTPM
Assistant Director of Purchasing
Texas A&M AgriLife Purchasing Services
2147 TAMUS
College Station, TX 77843-2147
979-845-4786 phone
979-458-1217 fax
Email: cchamberlain@tamu.edu

4.30 BONDS

No bonds will be required for this project.

4.31 PARKING

Parking shall be the responsibility of the successful contractor. The Point of Contact information will be provided at the appropriate time.

4.32 PAYMENT

4.32.1 Billing Address

Invoices and/or payment for services performed under any resulting agreement shall be submitted to:

TVMDL
Accounts Payable
P.O. Box 3040
College Station, TX 77841
United States

4.32.2 Billing Resolutions

In the case of a problem on a disputed invoice or charge, the contractor will provide necessary information, i.e. duplicate invoice, shipping information and proof of delivery at no extra charge to TVMDL within five (5) business days of request.

All credit memos will reflect the purchase order number and the original invoice number in which charge was initiated.

4.32.3 Invoicing

Each invoice to reference purchase order number and shall include the level agreed upon in the payment schedule.

4.32.4 Payment

- (a) Payment schedule will be based on deliverables and to be agreed upon prior to formal execution of agreement. See Section 1.3.
- (b) 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. TVMDL will incur no penalty for late payment if payment is made in thirty (30) or fewer days from receipt of goods or services and an uncontested invoice.