



REQUEST FOR PROPOSAL (RFP)

RFP NO. 18-24 Student Success Management SOFTWARE

RETURN PROPOSAL

IN DUPLICATE

TO:

College of the Mainland
Attn: Purchasing Department
1200 Amburn Road
Texas City, TX 77591

RETURN NO LATER THAN 2:00 P.M.

June 5, 2018

For additional information, contact Sonja Blinka at sblinka@com.edu 409-933-1211 ext. 474.

You must sign below in INK; failure to sign WILL disqualify the offer.

Company Name: _____

Company Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No. _____

Email: _____

Print Name: _____

Signature: _____

[Your signature attests to your offer to provide the goods and/or services in this Proposal According to the published provisions of this Proposal. When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]

A handwritten signature in black ink that reads 'Sonja Blinka'. The signature is written in a cursive style and is positioned above a horizontal line.

Sonja Blinka, Director of Purchasing

05/18/18

Date

PROJECT OVERVIEW

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ISSUED BY:

College of the Mainland
Purchasing Department
1200 Amburn Road
Texas City, Texas 77591

SUBMIT INQUIRIES IN WRITING TO:

Sonja Blinka
Director of Purchasing
Phone: (409)933-8474
Fax: (409)933-9913
Email: sblinka@com.edu

REQUESTING ORGANIZATION: COM STUDENT SERVICES

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Vicki Stanfield,
VP for Student Services
College of the Mainland
1200 Amburn Rd.
Texas City, TX 77591

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SUMMARY

College of the Mainland in Texas City, Texas, seeks a qualified, talented and experienced agency to provide a scheduling tool that assists in the development of section schedules and event/room scheduling. The software should assist the college with space optimization, resources and time to meet student/faculty needs while streamlining room and event scheduling.

College of the Mainland is a public, two-year community college of 4,000 students in credit classes each fall. The college is known for outstanding achievement in student success, and has a regional or national reputation for its fine arts, petrochemical technology, nursing, public service, and other workforce programs.

APPROVAL

This procurement is subject to approval by the COM Board of Trustees. Subsequent to Board approval, the only person authorized to commit COM contractually is the President or designee.

RFP OPENING TIME/LOCATION

Proposals in original form for work described herein must be **received** by 2:00 p.m. CST on June 5, 2018 in Purchasing Department, 1200 Amburn Road, Texas City, Texas 77591. Submittals will remain sealed until they are opened publically immediately following the time due. *Only the names of the respondents will be read aloud.*

AWARD TERM

It is the College's intention to utilize the software for approximately three - five years on an annual basis. The initial contract terms will begin upon contract award through August 31, 2018, with annual options to renew and the start of each fiscal year beginning on September 1 each year thereafter for no longer than five consecutive years upon concurrence by both COM and the selected agency.

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OBLIGATION

This Request for Proposal does not obligate COM to award a contract or pay any costs incurred by the respondent in the preparation and/or submittal of a submittal.

WAIVERS

BY SUBMITTING A SUBMITTAL OR OFFER, RESPONDENT AGREES TO AND DOES HEREBY WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST COLLEGE OF THE MAINLAND, AND ITS TRUSTEES, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY SUBMITTAL OR OFFER; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, REQUEST FOR QUALIFICATION PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY SUBMITTAL OR ANY PART OF ANY SUBMITTAL OR OFFER; (4) WAIVER BY THE COLLEGE OF THE MAINLAND OF ANY TECHNICALITIES IN THE SUBMITTAL PACKAGE OR ANY SUBMITTAL OR OFFER; (5) WAIVER OR CHANGE IN ANY NON-MATERIAL PROVISION OF THE SOLICITATION PACKAGE OR MATERIALS THAT DO NOT ADVERSELY AND SPECIFICALLY AFFECT THE PREVIOUSLY SUBMITTED QUALIFICATIONS OR OFFERS; AND/OR (6) THE AWARD OF A CONTRACT, IF ANY.

COLLEGE OF THE MAINLAND, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY SUBMITTAL AND/OR REJECT ANY AND ALL SUBMITTALS OR A PART OF A SUBMITTAL, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS SOLICITATION.

COLLEGE OF THE MAINLAND RESERVES THE RIGHT TO REJECT ANY SUBMITTAL FOR ANY REASON AND/OR REJECT ANY NON-RESPONSIVE OR CONDITIONAL SUBMITTAL.

COLLEGE OF THE MAINLAND RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES, IRREGULARITIES, AND/OR TECHNICALITIES IN THIS SOLICITATION, THE SUBMITTAL DOCUMENTS, AND/OR ANY SUBMITTALS RECEIVED OR SUBMITTED.

COM is an equal opportunity/educational institution, which does not discriminate on the basis of race, color, religion, national origin, gender, age or disability.

PROPOSED SCHEDULE OF RFP PROCESS

The schedule below is to the best of the known events and hereby considered <u>preliminary</u> . <i>This schedule may be modified or changed at the sole discretion of COM.</i>	June BOT Mtg.	July BOT Mtg.
1 st Advertisement	05/18/18	05/18/18
2 nd Advertisement	05/21/18	05/21/18
Vendor Proposal Questions Due	05/23/18	05/23/18
Response to Questions & Formal Addendum	05/30/18	05/30/18
Proposal Due Date and Bid Opening	06/05/18	06/05/18
Pre-Evaluation/Preliminary Vendor Selection	06/07/18	06/12/18
Vendor Interviews	06/11/18	06/19/18
Board Meeting for Approval to Proceed	06/25/18	07/23/18

INSTRUCTIONS TO RESPONDING PARTIES

1. COLLEGE'S RIGHTS

- a. This RFP solicitation does not in any way obligate the College to select a particular, or any, responding party for the provision of services outlined in this RFP.
- b. The College reserves the right to accept, reject, and/or solicit additional responses, and to waive any technicalities or irregularities in any submission documents.
- c. Further, the College reserves the right to select one or more respondents based on the best overall responses submitted to the College with consideration given to demonstrated competence, knowledge, and qualifications to perform the services set forth in this RFP.

2. ELIGIBILITY FOR AWARD

- a. Each responding party shall complete, and submit with the RFP, the applicable forms contained in the solicitation. When a special license or permit is required by Federal, State or Local law or ordinance, the responding party must be properly licensed prior to submitting a RFP to COM and must furnish evidence of such with the RFP.
- b. For a responding party to be eligible to be assigned to the vendor, the submittal must be responsive to the solicitation and COM must be able to determine that the responding party is responsible, has the resources and capacity to perform the resulting contract satisfactorily, and is the most highly qualified.
- c. Responsive submittals are those that comply with all material aspects of the solicitation, conform to the solicitation documents, and meet the requirements set forth in this solicitation. Submittals which do not comply with all of the terms and conditions of this solicitation will be rejected as non-responsive.
- d. Responsible respondents, at a minimum, must meet the following requirements:
 - Have adequate financial resources, or the ability to obtain such resources immediately upon award as required during the performance of any resulting contract;
 - Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
 - Have a satisfactory record of past performance;
 - Have necessary personnel, management, and technical capability to perform any resulting contract;
 - Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
 - In accordance with applicable industry standards, hold any necessary license, certification, or permit required for conducting the business of the vendor and as contemplated by this RFP;
 - Have experience in performing similar contracts to that contemplated by this RFP;
 - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the College of the Mainland; signing and submitting the response is so certifying to such non-

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- delinquency: and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

3. EVALUATION CRITERIA

Each proposal will be reviewed according to the criteria stated herein. The evaluations will be based on all available information, including specification statements/documentation, product technical capabilities, subsequent interviews, if necessary, reports, discussions/web overview of product, reference checks, and other appropriate reference materials or checks necessary to ensure product capabilities. *Submissions may be evaluated, but not limited to the following criteria:*

- (1) the purchase price;*
- (2) the reputation of the vendor and of the vendor's goods or services;*
- (3) the quality of the vendor's goods or services;*
- (4) the extent to which the goods or services meet the college's needs;*
- (5) the total long-term cost to the district to acquire the vendor's goods or services;*
- (6) any other criteria the college finds beneficial or betterment of the college*

- e. A responding party may be requested to submit additional written evidence verifying that the firm meets the minimum requirements as necessary to perform the requirements of the solicitation and be determined a responsible respondent. Failure to provide any requested additional information may result in the respondent being declared non-responsive and the submittal being rejected.
- f. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a sub Vendor of the respondent or prime Vendor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person an unfair advantage over other bidders.
- g. A person or respondent shall not be eligible to be considered for this solicitation if the person or respondent engaged in or attempted to engage in prohibited communications as described in Section 3 of this solicitation.

4. PROHIBITED COMMUNICATIONS

- a. During the period between when the RFP is made available to all prospective responding parties and the selection of the firm and subsequent contract, neither responding parties nor their agents and/or representatives, shall directly discuss or promote their RFP response with any member of the College Board of Trustees or College employees except in the course of College-sponsored inquiries, briefings, interviews, or presentation, unless requested by the College. This prohibition is intended to create a level playing field for all potential responding parties, assure that decisions are made in public, and to protect the

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integrity of the RFP process. Violation of this provision may result in rejection of the firm's RFP response. Except as provided in the stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Communications between a potential vendor, service provider, bidder, offeror, lobbyist or consultant and any Trustee;
 - Communications between a potential vendor, service provider, bidder, offeror, lobbyist or consultant and any COM employee other than expressly and specifically permitted in this RFP;
 - Communications between any Trustees and any member of a selection or evaluation committee regarding this RFP;
 - Communications between any Trustee and administrator or employee regarding this RFP.
- b. The communications prohibition shall be imposed on the date that this RFP is made available to all prospective responding parties.
- c. The communications prohibition shall terminate when:
- The contract is awarded by the President or her designee; or
 - The award recommendations are considered by the Board at a noticed public meeting and the Board has voted to award the contract.
- d. In the event the Board refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. The communications prohibition shall not apply to the following:
- Communications with the COM administrator specifically named and authorized to conduct and receive such communications under this RFP, the COM Director of Contracts and Purchasing Services, or COM counsel.
 - Emergency contracts.
 - Presentations made to the Board during any duly noticed public meeting.
 - Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly noticed public meeting, in Accordance with applicable Board policies, regarding action on the contract.

5. JOINT RESPONSES

Responses must be submitted individually. Joint responses will not be considered.

6. AMENDMENTS

- a. If and when any part of this package must be revised, amended, corrected, extended, withdrawn, or changed in a manner that impacts the process or the outcome, the Purchasing Department will issue an amendment addressing the nature of the change. These changes will be numbered.
- b. It is the sole responsibility of the respondent to verify issuance/non-issuance of amendments and to check all avenues of document availability prior to opening date and time to ensure bidder's receipt of any amendments issued.

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- c. In the event a respondent has a question with regard to this solicitation or process after initial release but before the receipt deadline, the responding party **MUST** submit the question in writing to Purchasing Department, Attn: Sonja Blinka via email at sblinka@com.edu.
- d. Any explanation desired by a respondent regarding the meaning or interpretation of the RFP documents must be requested in writing no later than 5:00 p.m. CST on October 27, 2017. and **MUST** include the company name, name of questioner, and a fax number and/or email address to which responses should be sent. Any COM response will be in the form of an amendment of the solicitation or an information letter. The question and College's response will be shared with all known respondents participating in this request. Verbal requests for information will not be honored.

7. SUBMITTAL

- a. Firms shall submit **one (1) original and two (2) copies** of their proposal to the address shown below by the date and time specified in this solicitation. The "original" set shall be identified as "ORIGINAL" on the face of the packet.
- b. Firms shall also submit **one (1) digital copy** of their proposal to the address shown below by the date and time specified in this solicitation. Submit one (1) digital PDF copy of complete response on a CD or USB drive. The CD or USB drive will become property of the College and will not be returned. The original paper document shall be the prevailing document in case of any discrepancies between the paper submission and the digital file.
- c. The envelope containing a RFP response shall be addressed as follows:
 - Name, Address and Telephone Number of Firm
 - RFP 18-24 Student Success Management Software
 - Due: June 5, 2018 2:00 p.m. CST
- d. All responses shall be submitted to the following address:
College of the Mainland
Purchasing Department
Attn: Sonja Blinka
1200 Amburn Road
Texas City, Texas 77591
- e. **No oral, telegraphic, telephonic or facsimile RFP responses will be considered.**
- f. The time/date stamp clock in Purchasing Department shall be the official time of receipt of the submittal. No submittal received after the due date and time will be Accepted or considered. Respondents are responsible for making certain submittals are delivered to the Purchasing Department and before the deadline. **The College will not be responsible for a submittal that is delivered at any campus location or any department other than Purchasing Department listed above.**
- g. This solicitation does not constitute an offer to contract and no submittal submitted constitutes an Accepted of an offer. No oral statements or verbal acknowledgement of the award to a particular firm shall create a contractual obligation on the part of the

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College. Any contract between the College and a successful firm must be in writing and signed by an authorized person for both the College and the selected firm.

8. POSTPONEMENT OF SUBMITTALS DUE DATE/TIME

The date and time established herein for receiving qualifications may be postponed solely at COM's discretion.

9. OPENING OF RFP'S

- a. The College will receive and publicly acknowledge responses to the RFP at the location, date, and time stated above. Vendors, their representatives, and interested persons may be present. Although RFP responses will be publicly opened, documents will not be available for viewing until award, if any, of the resulting contract. In addition, RFP's will not be identified in such a way that would disclose the contents to competing respondents and will be kept confidential during negotiations.
- b. If COM receives two or more submittals from responsible firms that are identical in nature and amount, the Board of Trustees shall review those proposals. The Board of Trustees may reject any and all submittals, if in the best interest of COM, as determined in the COM Board's sole discretion.
- c. COM reserves the right to reject any and all RFPs, to waive any informalities in submittals received and to reject all non-responsive or conditional submittals.

10. ORAL PRESENTATIONS

During the process of selecting companies to provide the required services, oral presentations may or may not be held. **Each firm should be prepared to make a presentation to COM tentatively scheduled for January 4 & January 5, 2018.** Selected firms will be notified with specific details upon initial review of proposals received. The presentations must show that the firm clearly understands the requirements of the solicitation and has a strategic plan and approach to complete the work.

11. CONTRACT AWARD

- a. If made, the award will be made to the proposal offering the Best Value as determined by COM in its sole discretion, vendor(s) that meet the overall criteria and specifications for this project. COM may award a contract, based on initial submittals received, without discussion of such responses. COM reserves the right to award a single or multiple contract(s) under this solicitation.
- b. Any portion of this RFP and all portions of the firm's response may be incorporated into the final contractual agreement. Before effective, all negotiated agreements must ultimately be reduced to writing and signed by both the College and the Firm.

12. APPROPRIATED FUNDS AND OTHER LEGAL REQUIREMENTS

The purchase of service, which arises from this solicitation, is contingent upon the availability of appropriated funds. COM shall have the right to cancel the resulting contract or any part of the contract at the end of each fiscal year during the term of the contract if funds are not allocated to continue the contract or any part of the contract for the next fiscal year. If funds are withdrawn or do not become available, COM reserves the right to cancel the contract by

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giving the Vendor a thirty (30) day written notice of its intention to cancel without penalty. Upon cancellation of the contract, COM shall not be responsible for any payment of any service that was performed received after the effective date of termination. COM's fiscal year begins on September 1 and ends on August 31.

COM is unable to indemnify any other party in any agreement awarded under this RFP and the resulting contract shall contain no provision requiring COM to indemnify the respondent or any third party.

As a public community college district and political subdivision of the State of Texas, COM is subject to various federal, state, and local laws, rules and regulations. Any agreement awarded under this RFP will include a requirement for compliance with such laws rules, and regulations on the part of both parties as applicable.

13. TEXAS PUBLIC INFORMATION ACT; TEXAS RECORD RETENTION ACT

COM considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, unless otherwise marked and noted (and considered confidential under the laws of the State of Texas). Accordingly, all documents are presumed and shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

COM is subject to the Texas Record Retention laws. All documents produced, compiled, and maintained as a part of the contractual relationship and performance must be maintained for the period required under the Texas Record Retention laws.

14. CONFLICT OF INTEREST

Chapter 176 of the Local Government Code requires respondents and consultants contracting or seeking to do business with COM to file a conflict of interest questionnaire (CIQ) (Attachment No. 5). The CIQ must be complete and filed with the response. Respondents that do not include the form with the response, and fail to timely provide it, may be disqualified from consideration by COM.

15. DISADVANTAGED BUSINESS ENTERPRISES

The College affords Disadvantaged Business Enterprises (DBEs) equal opportunities to submit RFP responses and will not discriminate against any firm, company, or person on the grounds of race, color, sex, disability, religion, or national origin in consideration of an award.

16. NO THIRD PARTY RIGHTS

The resulting contract, if any, shall be for the sole benefit of the COM and the Vendor and their respective successors and permitted assigns. Nothing in the resulting contract shall create or be deemed to create a relationship between the parties to the resulting contract and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

17. FCC CERTIFICATION - The vendor agrees that hardware supplied by the vendor meets all applicable FCC Certifications (Level A or B). Improper, falsely claimed or expired FCC certifications are grounds for termination.

GENERAL TERMS & CONDITIONS

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The words "bids," "requests for proposals," "quotes," "RFPs," "solicitation," "procurement," and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, requests for proposals, quotes, competitive sealed proposals, and other procurement solicitations to which they are attached. The term "Contractor" means each awarded vendor chosen by COM or COM.

These General Terms and Conditions are part of the final contract in each commodity and/or service contract and are part of the terms and conditions of each purchase order or other bid/proposal forms issued in connection with this solicitation.

*Proposers are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE CLEARLY NOTED IN THE SUBMITTED PROPOSAL.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by COM and eliminated from further consideration by COM.*

Any contract negotiated and awarded with COM will replace any reference to "College of the Mainland" or "COM" with "College of the Mainland" or "COM".

This Contract is entered into between College of the Mainland ("COM" or "College") and Contractor, having submitted a proposal in response to a procurement solicitation issued by COM and whose proposal has been accepted and awarded by COM. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COM and Contractor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Contract, agree as follows:

1. Contract Term

The Contract term shall be for a one (1) year period beginning upon award of the subject contract through August 31, 2018, with renewal options not to exceed four (4) annual options, for a possible five (5) year contract, unless otherwise extended or terminated by COM in Accordance with the terms and conditions of this Contract. All contract renewals or extensions may be subject to approval by the Board of Regents. Contract renewals or extensions may be made **ONLY** by written agreement between COM and Contractor and are subject to approval of the College's Board of Regents.

COM reserves the right to unilaterally extend the Contract for a period of ninety (90) days to avoid a lapse in the Contract coverage, if required.

COM reserves the right to terminate the Contract at the end of any fiscal year, without any further obligation and without penalty, in the event that the COM Board of Regents and College of the

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Mainland Board of Trustees fails to appropriate funds to continue the Contract for the next fiscal year.

The terms of this Contract shall govern all goods and/or services provided by Contractor hereunder. No pre-published terms on the Contractor's order acknowledgments, invoices, or other forms shall have any force or effect. Further, no amendment of this Contract shall be permitted unless first approved in writing by COM, and no such amendments shall have any effect unless and until a written amendment to this Contract is executed by an authorized representative of COM, after any necessary approvals have been obtained from the COM Board of Regents and College of the Mainland Board of Trustees.

2. Interpretation, Jurisdiction and Venue

This Contract will be governed and be interpreted by the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any claim or dispute involving the Contract or the services provided thereunder shall lie in a court of competent jurisdiction in Brazoria County, Texas. Any party contracting with COM consents to jurisdiction in the State of Texas.

3. Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of this Contract, Contractor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. When required or requested by COM, Contractor shall furnish COM with satisfactory proof of COM's compliance with this provision.

In the event all or a portion of this Contract will be paid for with federal funds, the following provisions shall apply:

a. EDGAR Conflict of Interest Requirements

In Accordance with federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of COM may neither solicit nor Accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, through COM's written procedures, COM has set a de minimis amount of less than \$100 per year for items that are unsolicited and of minimal value and promotional items.

Violations of this standard by an employee will be reported to the College President's Office and addressed through COM's personnel policies. Violations of this standard by

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an officer or the College President shall be addressed to the **Board President and addressed through COM Board policies.**

- b. To the extent that COM will use federal grant funds to fulfill its obligations under this Contract, Contractor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Contract and that this Contract is only effective upon receipt of the Notice of Grant Award ("NOGA") by COM from the awarding agency. As such, if COM does not receive sufficient funding for the services provided in this Contract, COM may terminate this Contract without penalty or further obligation to Contractor, at any time upon written notice to Contractor.

4. Taxes

COM is tax exempt as a governmental subdivision of the State of Texas under federal and state law. The Contract shall not contain a requirement for COM to pay or be responsible for any taxes from which COM would otherwise be exempt.

5. Termination for Convenience

Upon thirty (30) days written notice, COM may, at its option and discretion, terminate the Contract for convenience, without being in default, without any further obligation, and without penalty. Additionally, at its option and sole discretion, COM may reduce the statement of work or other requirements of the Contract at any time, without being in default, without any further obligation, and without penalty, by giving thirty (30) calendar days written notice thereof to the Contractor.

6. Termination

This Contract shall remain in effect until (1) the Contract expires by its terms or (2) the Contract is terminated by mutual agreement of COM and Contractor. In the event of a breach or default of the Contract and/or the procurement solicitation by Contractor, COM reserves the right to enforce the performance of the Contract and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of COM. COM further reserves the right to terminate the Contract immediately in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Contract, the procurement solicitation, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in Accordance with this Contract and/or the procurement solicitation. COM also reserves the right to terminate the Contract immediately, with written notice to Contractor, if COM believes, in its sole discretion, that it is in the best interest of COM to do so. Contractor agrees that COM shall not be liable for damages in the event that COM declares Contractor to be in default or breach of this Contract and/or the procurement solicitation. Contractor further agrees that upon termination of the Contract for any reason, Contractor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor.

7. Insurance Requirements

The Contractor agrees to comply with the insurance requirements contained herein.

General Liability

The Contractor must carry comprehensive (commercial) general public liability insurance covering all duties, services, or work to be performed under the contract.

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Products/Completed Operations Aggregate	\$1,000,000 CSL
Personal Injury Liability	\$1,000,000 CSL
Fire, Lightning or Explosion	\$500,000 CSL
Medical Expense	\$5,000 per person
Policy Aggregate	\$2,000,000 CSL
<u>Automobile Liability</u>	\$500,000 each person
Bodily Injury	\$1,000,000 CSL
Property Damage	\$1,000,000 CSL

Workers' Compensation

Part A – Statutory

Part B – \$500,000 in the aggregate

\$500,000 each person

\$500,000 each person for occupational disease

Endorsements

The following endorsements and other stated information is required on the original certificate of insurance:

- 30 days' Notice of Cancellation
- **College of the Mainland and College of the Mainland named as Additional Insured on all policies except Worker's Compensation**
- Waiver of Subrogation on all policies

Submission of Certificate of Insurance & Copy of Policy

The original certificate of insurance indicating the coverage and limits stated herein, with copies of all endorsements, must be furnished to College of the Mainland within 14 business days after receipt of a written purchase order or other duly executed contractual document and prior to providing services. Email the original certificate of insurance to College of the Mainland, Purchasing Department, 1200 Amburn Road, Texas City, Texas 77591.

The insurance company insuring the Contractor shall be licensed in the State of Texas and shall be Acceptable to COM. At any time during the Contract term, prior to any lapse in the Certificate of Insurance, the Contractor shall provide an updated certificate to COM.

Upon request by COM, the Contractor shall provide copies of all policies required under the contract to COM.

8. Ownership of Documents

In the event that the project outlined in this Contract requires the Contractor to prepare or develop software, educational or other related materials, drawings, models, plans, prints, designs, concepts, or similar documents ("Design Work"), all ownership of the Design Work shall vest in the College. The College shall retain all common law, statutory and other reserved rights, including copyright in all design work, materials prepared under the Contract, or other intellectual property rights (unless previously developed prior to commencement of the Contract or engagement and for which the Contractor or a third party can show that it already owns the copyright), regardless of form. Such ownership

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by the College includes, but is not limited to, any electronic data prepared by the College, the Contractor, or any consultant (including any software developer, educational consultants, architect, engineer, contractor, or subcontractor). The Contractor shall be permitted to retain one record set of the materials, drawings, specifications, and other documents and electronic data, of the Design Work for information and reference in connection with the services listed in this Contract.

Neither the Contractor nor any developer, consultant, architect, contractor, subcontractor, or any other person other than the College shall own or claim a copyright in the Design Work. To this end, the Contractor will agree to assign, grant, transfer, and convey to the College, its successors and assigns, the Contractor's entire right, title, interest, and ownership in and to such design work, including, without limitation, the right to secure copyright registration. The Contractor will confirm that College, and its successors and assigns, shall own Contractor's right, title, and interest in and to, including the right to use; reproduce; distribute by sale, rental, lease, or lending, or by other transfer of ownership; to perform publicly; and to display all such Design Work, whether or not such design work constitutes "work made for hire" as defined in Section 201(b) of Title 17 of the United States Code. The Contractor shall obtain similar assignments from any and all consultants, contractors, subcontractors, material men, and suppliers to the extent permitted and who perform services outlined in this Contract, provided, however, that Contractor shall not be required to obtain assignment of any pre-existing intellectual property rights. If Contractor is unable to obtain any of the aforementioned assignments, it shall notify College immediately.

If a claim arises or other formal notice occurs due to Contractor's use of software or other action infringing on a patent, trademark, copyright or other intellectual property right, the party with this knowledge must promptly notify the other party in writing. Contractor shall, at its own expense and option: (I) defend and settle such claim, (II) procure COM's right to use the software or other appropriate rights of use, or (III) modify or replace the software or offending product to avoid Infringement. In the event Contractor exercises option (I) above, Contractor shall have the sole and exclusive authority to defend and/or settle any such claim or action, provided that COM is reasonably informed throughout, and Contractor will consult with any attorneys appointed by COM at COM's own expense regarding the progress of such litigation.

9. Changes

COM shall have the right, at any time, to make changes within the scope of the Contract. If such change(s) cause(s) a material increase in the Contractor's cost and/or the time for performance, the Contractor shall so notify COM in writing within ten (10) calendar days from the date of the Contractor's receipt of the notice of change, and an equitable adjustment in the price and/or the time of performance shall be mutually agreed upon between the parties. No such change shall be effective in the absence of express written direction of COM. Notwithstanding the foregoing, any increase in cost or price under the Contract of \$50,000 or more may require approval by the COM Board of Regents and College of the Mainland Board of Trustees before taking effect.

10. Indemnification

THE CONTRACTOR ASSUMES LIABILITY FOR, AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE COLLEGE, ITS SUCCESSORS, ASSIGNS, AFFILIATES, REGENTS, OFFICERS, CONTRACTORS, EMPLOYEES, AND AGENTS (ALL OF THE PRIOR PARTIES INDIVIDUALLY AND COLLECTIVELY, THE "COLLEGE'S RELATED PARTIES") FROM AND AGAINST, ALL LIABILITIES, OBLIGATIONS, FINES, DEMANDS, JUDGMENTS, LOSSES, DAMAGES, PENALTIES, CLAIMS, ACTIONS, SUITS, COSTS, EXPENSES, AND DISBURSEMENTS (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) OF EVERY KIND OR CHARACTER (A) ARISING FROM ANY BREACH, VIOLATION OR NON-PERFORMANCE OF ANY TERM, PROVISION, COVENANT, AGREEMENT, OR CONDITION ON THE PART OF THE CONTRACTOR UNDER THIS CONTRACT; (B) RECOVERED FROM OR ASSERTED AGAINST ANY OF THE COLLEGE'S RELATED PARTIES ON COMOUNT OF INJURY OR DAMAGE TO PERSON OR PROPERTY TO THE EXTENT THAT ANY SUCH DAMAGE OR INJURY MAY BE INCIDENT TO, ARISE OUT OF OR BE CAUSED, EITHER APPROXIMATELY OR REMOTELY, WHOLLY OR IN PART, BY ANY ACT, OMISSION, NEGLIGENCE OR MISCONDUCT ON THE PART OF THE CONTRACTOR OR ANY OF ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR INVITEES OR OF ANY OTHER PERSON WHILE ON COLLEGE PROPERTY UNDER OR WITH THE EXPRESS OR IMPLIED INVITATION OR PERMISSION OF THE CONTRACTOR; (C) SUFFERED BY, RECOVERED FROM OR ASSERTED AGAINST ANY OF THE COLLEGE'S RELATED PARTIES BY THE CONTRACTOR'S EMPLOYEES, AGENTS, SERVANTS, CONTRACTORS OR INVITEES. SUCH INDEMNIFICATION OF ANY OF THE COLLEGE'S RELATED PARTIES BY THE CONTRACTOR SHALL BE EFFECTIVE UNLESS SUCH DAMAGE RESULTS SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COLLEGE OR ANY OF ITS DULY AUTHORIZED AGENTS OR EMPLOYEES. THIS INDEMNIFICATION REQUIREMENT SURVIVES EXPIRATION OR EARLIER TERMINATION OF THIS CONTRACT.

The Contractor shall indemnify, defend, and protect the College from any claims involving infringements of patents and/or copyrights. There shall be no provision contained in the Contract that waives or operates to abrogate any immunities to which the College is entitled by law.

In the event of loss, damage, or destruction of any property owned by or loaned by COM that is caused by Contractor or Contractor's representative, agent, employee, or contractor, Contractor shall indemnify COM and pay to COM the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Contractor's receipt of written notice of COM's determination of the amount due. If Contractor fails to make timely payment, COM may obtain such money from Contractor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Contractor by COM.

11. Independent Contractor; Subcontractors

It is agreed and understood that the Contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the Contractor to perform the services required by the Contract shall be deemed to be Contractor's employees or independent subcontractors; that the Contractor's employees shall be paid by the Contractor; and the Contractor and its employees shall be responsible

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for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by State and Federal law.

If Contractor uses subcontractors in the performance of any part of this Contract, Contractor shall be fully responsible to COM for all acts and omissions of the subcontractors just as Contractor is responsible for Contractor's own acts and omissions. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between COM and any such subcontractor, nor shall it create any obligation on the part of COM to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

12. Assignment; Notification of Material Change

The Contractor may not assign, transfer, convey, or subcontract this Contract, any services to be performed as outlined in the RFP, or any of its obligations under this Contract, in whole or in part, without the prior written approval from the College, which the College may withhold in its sole discretion. The Contractor's lead representative on the Contract shall not be changed and a replacement assigned without the consent of the College. Contractor is required to notify COM when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

13. Audit of Records

The College has the right to audit the records and performance of the Contractor during the term of the Contract and for three (3) years thereafter. The Contractor shall retain any and all records pertaining to the Contract for three (3) years (or longer if required under the Texas Record Retention laws or applicable federal law) after the expiration or earlier termination of the Contract.

14. Non-Waiver

Failure of the College to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law, or failure of the College to notify the Contractor properly in the event of default, or the Accepted of payment or other performance shall not release the Contractor from any and all of the obligations of this Contract and shall not be deemed a waiver of any right of the College to insist on strict performance hereof or any of its rights or remedies as to prior or subsequent default hereunder.

15. Advertisement of Contract

The Contract shall prohibit the Contractor from advertising or publishing, without the College's prior written approval, the fact that the College has entered into a contract with the Contractor, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government or to comply with the Texas Public Information Act.

The Contract shall prohibit the Contractor from advertising, publishing, or otherwise making reference to the existence of a contract between the College and the Contractor for purposes of solicitation; except that, with prior written approval from the College, the

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Contractor may refer to the College as an evaluating reference for purposes of establishing a contract with other entities.

16. Notices

All notices, amendments, modifications, or alterations hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid addressed as follows:

College of the Mainland
1200 Amburn Road
Texas City, Texas 7591
Attn: Sonja Blinka, Purchasing Director
Ph: 409-933-8474
sblinka@com.edu

17. Emergency Closures

If the College is closed for reasons due to weather or health/life safety reasons, notice of such closures will be posted on the College's home web page at www.com.edu and through local media outlets.

It is the Contractor's responsibility to track these closures, and the College will not be responsible for any expenses incurred or charges made by the contractor for the period during which the College was closed.

18. Entire Agreement

This Contract and its accompanying exhibits, the procurement solicitation issued by COM, and Contractor's proposal submitted in response to COM's procurement solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire understanding of the parties relative to the purpose(s) of the Contract and supersede all other agreements, oral or written, and all other communications between the parties relating to the subject matter. In the event of a conflict between this Contract and the procurement solicitation issued by COM or Contractor's proposal submitted in response to COM's procurement solicitation, this Contract shall control. In the event of a conflict between the procurement solicitation issued by COM and Contractor's proposal submitted in response to COM's procurement solicitation, COM's procurement solicitation shall control. This Contract supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Contractor after the effective date of this Contract.

19. No Substitution; Prices; Penalties

Any order issued pursuant to this Contract shall conform to the specifications and descriptions identified in this Contract and in the procurement solicitation. Unless otherwise agreed to in advance by COM, Contractor will not deliver substitutes without prior authorization from COM. Contractor agrees to use commercially reasonable best efforts to provide the good(s) and/or service(s) subject to a resulting Contract. All prices in Contractor's proposal shall be firm for the Term of the Contract. All price changes shall

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be presented to COM for Accepted or rejection by COM, in its sole discretion, using the same format as was Accepted in Contractor's original proposal and only at the time of renewal of the Contract (if any); all price changes for goods and/or services provided under this Contract must be approved, in writing, by COM prior to taking effect. The following documentation shall be provided to support a request for a price change: justification for change/increase; terms and conditions; market conditions; manufacturers/distributors' impact (if any).

If Contractor is unable to provide the goods or services at the prices quoted in Contractor's proposal or if Contractor fails to fulfill or abide by the terms and conditions of the Contract, COM may take the following action(s), in COM's sole discretion, and Contractor agrees to comply with COM's action(s):

- a. insist that Contractor honor the quoted price(s) specified in Contractor's proposal;
- b. have Contractor pay the difference between Contractor's price and the price of the next Acceptable proposal (as determined by COM);
- c. have Contractor pay the difference between Contractor's price and the actual purchase price of the good or service on the open market; and/or
- d. recommend to COM's Board of Regents that Contractor no longer be given the opportunity to submit a proposal to COM and/or that this Contract be terminated.

20. Invoicing and Payment

The Contractor shall send all invoices to the College's Accounts Payable Department, 1200 Amburn Road, Texas City, Texas 77591. Invoices must show the name of the contract, the specific services performed or goods provided under the invoice, purchase order number (with dates of performance), and any other reference number or information applicable to the services or contract. Contractor shall submit invoices within a timely manner during COM's fiscal year in which the good(s) and/or services are purchased.

Payment shall be considered made when COM deposits the Contractor's payment in the mail or the date on which an electronic transfer of funds occurs.

In Accordance with Texas Government Code §2251.021, payments are due to Contractor within forty-five (45) days after the later of the following: (1) the date COM receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date COM receives an invoice for the goods or service. Contractor agrees to pay any subcontractors, if any, the appropriate share of the payment received from COM not later than the tenth (10th) day after the date Contractor receives the payment from COM. The exceptions to payments made by COM and/or Contractor listed in Texas Government Code § 2251.002 shall apply to this Contract.

21. Drug & Tobacco Policy

COM is a drug and tobacco-free workforce and workplace. The manufacture, sale, distribution, dispensation, or use of illegal drugs, alcohol, or tobacco by vendors or contractors while on COM's premises is strictly prohibited.

22. Severability

The provisions of this Contract shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. In addition, if any provision of this Contract, for any reason, is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible and in Accordance with applicable law, preserves the original intentions and economic positions of the parties.

23. No Third Party Beneficiaries

The Contract is made for the sole benefit of COM and the Contractor. Nothing in the Contract shall create or be deemed to create a relationship between the parties to the contract and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

24. Counterparts

The Contract may be executed in identical counterparts, each of which shall be deemed an original for all purposes, but all of which shall constitute one document.

25. Appropriated Funds

The purchase of any service or product under the Contract beyond the initial fiscal year of COM is contingent upon the availability of appropriated funds. COM shall have the right to terminate the Contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the COM Board of Regents and College of the Mainland Board of Trustees for the next fiscal year that would permit continuation of the Contract. If funds are withdrawn or do not become available, COM reserves the right to terminate the Contract by giving the Contractor written notice of its intention to terminate, without penalty or any other further obligations on the part of COM or the Contractor. Upon termination of the Contract, COM shall not be responsible for any payment of any service received that occurs after the end of the current fiscal year or the effective date of termination, whichever is the earlier to occur.

26. Warranty

All goods and/or services provided by Contractor under this Contract must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of COM's Accepted of the product and/or service or payment of the applicable invoice. Contractor warrants that all goods and/or services furnished under this Contract shall conform in all respects to the terms of this Contract, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by COM. In addition, Contractor warrants that goods and/or services are suitable for and will perform in Accordance with the purposes for which they are intended. Contractor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Contract or the solicitation procurement.

27. Safety

Contractor, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services and/or the goods provided under this Contract, including, without limitation, those promulgated by COM and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Contractor shall comply with all other safety guidelines and standards as required by COM. Contractor shall indemnify and hold COM harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

28. Force Majeure

Neither party is responsible or liable under this Contract for any delay, failure to perform, damages losses or destruction, or malfunction, or any other consequence thereof, caused or occasioned by causes beyond its reasonable control including, but not limited to, natural disasters, governmental actions, utility curtailments, power failures, acts of God, labor disputes, riots, acts of war or epidemics. In such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with COM.

29. Identification

All contractors, subcontractors or company representatives working at any college property or college facility shall wear a clearly visible name tag, badge, embroidered or labelled uniform shirt, or other personal or company identification at all times. Failure to comply with this requirement could result in removal from the campus until corrected.

30. Anti-Terrorism Certification and Boycott of Israel: Vendors doing business with College of the Mainland shall certify and adhere to all Government codes regarding anti-terrorism and boycott of Israel in accordance with Texas Government Codes Chapter 2252 and Section 2270.001.

- i. A vendor considered for an awarded contract as a result of the subject RFP shall certify it and its subcontractors is not identified on the list prepared and maintained under Texas Government Code 2270.0201 as a scrutinized company, and shall further adhere to immediate notification provided to COM should the vendor or its subcontractors become listed in accordance with any of the foregoing sections (or as the Texas Government Code or Sections of the code be amended or supplemented).
- ii. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- iii. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

- 31. EDGAR Conflict of Interest Requirements:** In accordance with federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of COM may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, through COM's written procedures, COM has set a minimum amount of less than \$100 per year for items that are unsolicited and of minimal value and promotional items.

Violations of this standard by an employee will be reported to the College President's Office and addressed through COM's personnel policies. Violations of this standard by an officer or the College President shall be addressed to the **Board President and addressed through COM Board policies.**

To the extent that COM will use federal grant funds to fulfill its obligations under this Contract, Contractor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Contract and that this Contract is only effective upon receipt of the Notice of Grant Award ("NOGA") by COM from the awarding agency. As such, if COM does not receive sufficient funding for the services provided in this Contract, COM may terminate this Contract without penalty or further obligation to Contractor, at any time upon written notice to Contractor.

CFR 38.25 - A grant applicant's obligation to provide assurance:

29 CFR 38.25 – A grant applicant's obligation to provide a written assurance.

(a). Grant applicant's obligation to provide a written assurance.

(1) Each application for financial assistance, under Title I of WIOA as defined in §38.4, must include the following assurance:

(i) As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

(A) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the

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basis of either citizenship status, or participation in any WIOA Title 1-financially assisted program or activity;

(B) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination against qualified individuals with disabilities;

(C) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(D) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(E) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

(ii) The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I- financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

(2) The assurance is considered incorporated by operation of the law in the grant, cooperative agreement, contract or other arrangement whereby Federal financial assistance under Title I of WIOA is made available whether it is explicitly incorporated in such document and whether there is a written agreement between the Department and the recipient, between the Department and the Governor, between the Governor and the recipient, or between recipients. The assurance also may be incorporated in such grants, cooperative agreements, contract, or other arrangements by reference.

(b) Continuing State Programs. Each Strategic Four Year State Plan submitted by a State to carry out a continuing WIOA financially assisted program or activity must provide the text of the assurance in paragraph (a)(1) of this section, as a condition to the approval of the Four-Year Plan and the extension of any WIOA Title I assistance under the Plan. The State also must certify that it has developed and maintains a Nondiscrimination Plan.

32. Texas Ethics Commission: In accordance with HB 1295 and Section 2252.908 to the Texas Government Code, public entities are required to collect a Disclosure of Interested Parties (Form 1295) before entering into a contract with a vendor that requires an action by the Board of Regents. College of the Mainland's policy requires all contracts valued at \$50,000 or more be approved by its governing body, the Board of Regents. **(Please note that a new filing must be completed for each awarded contract.)**

SECTION 1 – SPECIFICATIONS

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College of the Mainland is seeking a full-service comprehensive technology solution to engage prospective students and to fully implement guided pathways to optimize the student experience through ongoing communications from the point of entry in college through completion with ease of operation for all end users including faculty, staff and students. The solution shall be compatible and perform with ease of administration in accordance with the following:

Y = YES

N = NO

A. Compatibility	Y or N
1. Compatibility with Ellucian Colleague utilizing a Unidata database. Bi-directional synchronization of data with Colleague. Y	
2. Integration with the college’s Black Board learning management system.	
3. Integration with Active Directory and Office 365 tenant authentication standards such as SAML.	
4. Allow current students, prospects and applicants to access staff’s Outlook email and calendars to self-schedule appointments when needed.	
5. Ability to track all data created or modified on the platform.	
6. A system that addresses our underlying data structures, areas of study, programs, award types, and academic schedules.	
7. The vendor must backup all data and provide a disaster recovery plan that is exercised at least annually. Vendor should provide a SOC2 report.	
8. The vendor will provide an SLA specifying system availability.	
9. Ability to export data to our data warehouse for additional analysis.	
10. Analytic tools to offer detailed insights into our enrollment funnel, giving views of actual performance compared to targets across individual counselors, teams and campuses.	
11. The College will retain ownership of its data and the vendor should provide an exit strategy for the College to retain its data should the need arise.	
12. Provide project plan for implementation. Regularly scheduled progress reports during implementation.	
13. Documentation detailing implementation requirements of the vendor and college.	
14. Professional services (i.e. ongoing technical support for installation, configuration, and implementation, and ongoing end-user training).	
15. Provide regularly scheduled platform updates.	

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B. Enrollment – Prospective Student Data	Y or N
1. An enrollment technology tool that engages prospective students, based on a student profiling system, through multiple channels of communication (e.g. web, email, text, mobile apps).	
2. A dashboard workspace to provide user interface with functions to sort, manage and prioritize inquiry distribution, and track individual performance metrics and reminders.	

C. Notification/Chat	Y or N
1. Notification, chat, and nudge or push notification features to contact individual or group of prospective students with instant and timely reminders on their mobile devices.	

D. Guided Student Onboarding, Career tools, Early Alert system & Retention Pathways	Y or N
1. Customized onboarding pathway tailored for students based on their interests, attributes and answers to intake questions.	
2. Placement score review and preparation guidance.	
3. Mobile Alerts/Real-time Nudging.	
4. Student Quick Polls/Surveys.	
5. Student Calendar Download.	
6. Push notification campaign management.	
7. Tracking student use of college resources and appointments (e.g. advising, tutoring, co-curricular activities, facilities usage, etc.).	

E. Academic Planning, Course Scheduling and Registration	Y or N
1. Student Academic Planner based on program maps and factors in pre- and co-requisite requirements with Advisor Academic Planning interface.	
2. Course/Section Scheduling based on section and class availability.	
3. Conflict free course scheduling capability.	
4. Real-time Seat Availability (if available).	
5. Course demand reporting.	

F. Advisor Dashboard and Case Management	Y or N
1. Early Alerts.	
2. Student Profile Page for each Student.	

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3. Communication of campaigns (text, email or push notification).	
4. Case Management, including case referrals and tutoring management.	
5. Appointment scheduling and calendar Integration.	
6. Reporting.	
7. Advisor Messaging (One on one conversations).	
8. Bulk Messaging.	
9. Kiosk Services (check in and check out of appointments / services).	
10. Centralized repository for communications between students, advisors, and faculty.	

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G. Administrative Data and Reporting	Y or N
1. Administrative Interface for aggregated reporting.	
2. Course Demand Dashboards and student scheduling preferences.	
3. Predictive analytics.	
4. Student Progression Dashboards.	
5. Custom Reporting.	

SECTION 2 - PROPOSAL FORM



PREPARATION OF RESPONSE TO THE SUBJECT RFP

- a. The College desires to minimize the submission of unnecessary RFP material. Interested firms are limited to **20 pages** (not including cover letter, appendices, or required COM attachments). The cover letter shall not exceed two (2) pages in length, summarizing key points in the submittal.
- b. Additional pages may be attached to better define requirements defined in Section 1 within the limits provided.
- c. Cost proposals shall be submitted using the subject form provided. Additional comments may be added on attached vendor pages if necessary. Responses shall include a sample software license agreement in addition to the following:

DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Software	\$ -	\$ -	\$ -	\$ -	\$ -
Implementation	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost	\$ -	\$ -	\$ -	\$ -	\$ -



SECTION 3 –REQUIRED RESPONSE DOCUMENTS

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In addition to the qualifications response, each respondent must complete and return the following documents:

- Proposal Form
- Respondent’s Certification Form for Amendment (Attachment No. 1)
- Anti-Terrorism Certification (Attachment 2a & 2b)
- Proof of Insurance Requirements (see Attachment No. 3)
- Felony Conviction Notice (Attachment No. 4)
- Conflict of Interest Questionnaire Form (Attachment No. 5)
- Non-Collusion Affidavit Form (Attachment No. 6)
- References: Responders shall include a list of a minimum of three references servicing similar accounts as College of the Mainland. The list of references must include a valid name, title and contact information, including phone and e-mail address.
- Company W9
- Proof of Insurance
- If applicable: Exceptions: Any exceptions taken to the subject Request for Proposal must be submitted with the proposal response and clearly identified in a separate section called “Exceptions”

Signature of the following certifies that you have fully read and understand the requirements set-forth herein:

Signed by: _____

Name: _____
(Print Name)

Title: _____
(Print Title)

Date: _____

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**ATTACHMENT NO. 2 (a)
ANTI-TERRORISM CERTIFICATION**

I, _____, the undersigned representative of
_____(the "Company") my date of birth being
above-named Company is not identified on the list of prepared and maintained under the Texas
Government Code Section 2270.0201 (formerly 806.051) as scrutinized company, Section
807.051, or Section of the foregoing Sections (or as the Sections may be amended or
supplemented) or entered in to a contract with a company that is on said listings, I will immediately
notify College of the Mainland Contract Management Department.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____
on the _____ day of _____ 20_____.

Authorized Agent (Print Name)

Date

Signature

Company Name

Company Address

City State Zip

ATTACHMENT NO. 2 (b)

TEX. GOV'T CODE 2270 VERIFICATION

STATE OF TEXAS
COUNTY OF GALVESTON

Date: _____

Name of Affiliate: _____

Title of Affiliate: _____

Business Name of Company: _____

County of Company: _____

Affiliate hereby swears, verifies, and declares under penalty of perjury that the following statement are true in accordance with Texas Government Code 2270.001 et al (the "Code"):

- Affiliate is authorized by Company to make this affidavit.
- Affiliate is fully aware of the facts stated in this affidavit
- Affiliate can read the English language and is over eighteen years of age.
- Company, or company subcontractors, does not currently boycott Israel.
- Company, or company subcontractors, will not boycott Israel during the term of any agreement with College of the Mainland in accordance with the Code.

Authorized Agent (Print Name)

Date

Signature

Company Name

Company Address

ATTACHMENT NO. 3
INSURANCE REQUIREMENTS

Each responding party must be able to submit an insurance certificate evidencing the following coverage:

1. The vendor shall carry general public liability insurance covering all duties, services, or work to be performed under the contract.

- Insurance shall provide limits for each occurrence, \$1,000,000. CSL
- Completed operations aggregate, \$1,000,000. CSL
- Personal injury liability, \$1,000,000. CSL
- Fire, Lightning or Explosion \$500,000. CSL
- Medical Expense \$5,000 Per Person
- Policy aggregate \$2,000,000. CSL

2. Automobile Liability: \$500,000 each person

- Bodily Injury \$1,000,000. CSL
- Property Damage \$1,000,000. CSL

3. Workers' Compensation:

- Part A – Statutory
- Part B -\$500,000. In the aggregate
\$500,000. Each Person
\$500,000. Each person for occupational disease.

4. Professional Liability:
Occurrence / Aggregate \$ 1,000,000

5. Endorsements:
The following endorsements and other stated information is required on the original certificate of insurance:

- 30 days Notice of Cancellation;
- COM be named as Additional Insured on all policies except Worker's Compensation;
- Waiver of Subrogation on all policies;
- The assigned REQUEST FOR PROPOSAL number and/or purchase order number.

6. Submission of Certificate of Insurance:
The original certificate of insurance, indicating the coverage, limits and endorsements stated herein, shall be furnished to College of the Mainland within 14 business days after receipt of a written purchase order or some other duly executed contractual document. Mail the original certificate of insurance to: College of the Mainland, Purchasing Department, 1200 Amburn Road, Texas City, Texas 77591

Upon request by COM, the firm shall be required to provide copies of all policies required under the contract to COM.

ATTACHMENT NO. 4

COLLEGE OF THE MAINLAND

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge. (Check appropriate statement.)

- My firm is a publicly held corporation. This reporting requirement is not applicable.
- My firm is neither owned nor operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name(s) of felon(s):

General Description of Conviction(s):

VENDOR _____

AUTHORIZED
SIGNATURE _____

PRINT/TYPE ABOVE
SIGNATURE _____

DATE _____

**Request for Proposal: 18-24 Student Success Management Software
Proposal Due Date: June 5, 2018 2:00 P.M.**

**ATTACHMENT NO. 5
CONFLICT OF INTEREST QUESTIONNAIRE**

<p>CONFLICT OF INTEREST QUESTIONNAIRE</p> <p>For vendor or other person doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p align="center">OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p align="center">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="center">_____</p> <p align="center">Date</p>	

Adopted 06/29/2007

ATTACHMENT NO. 6

NON-COLLUSION AFFIDAVIT FORM

Project: RFP 18-24 Student Success Management Software

By submission of this qualifications statement, the undersigned certifies that:

- A. The submittal has been independently arrived at without collusion with any other bidder or with any other competitor;
- B. This submittal has not knowingly disclosed and will not be knowingly disclosed, to any other bidder or competitor or potential competitor, prior to the opening of the submittals for this project.
- C. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a response.
- D. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any other person signing in his behalf.

Authorized Agent (Print Name)

Date

Signature

Company Name

Company Address

City State Zip