

TEXAS WOMAN'S UNIVERSITY

REQUEST FOR PROPOSAL

#731-12-03-MD

Upgrade of Oracle e-Business Suite Software to Version R12

Issued September 2011

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Introduction:

The purpose of this document is to invite vendors to participate in the Texas Woman’s University procurement process to acquire professional assistance for the **planned upgrade of our Oracle e-Business Suite (EBS) software to version R12**. The University has completed a careful assessment and determined that an upgrade, rather than a re-implementation, is the appropriate path for this system migration.

Profile of Texas Woman’s University (TWU):

TWU is a public institution of higher education founded in 1903, with a current enrollment of over 14,000 students. While it has been co-educational since 1972, TWU is better known as the largest state-supported university for women in the United States. Its campuses in Denton, Dallas and Houston are joined by an e-learning campus offering innovative online degree programs.

TWU is one of only four “independent” public universities in Texas (i.e., not affiliated with any of Texas’ five public university systems). TWU is accredited to offer bachelor's, master's and doctoral degrees by the Southern Association of Colleges and Schools, and holds the Carnegie Classification of Doctoral, Professions Dominant. For additional information about TWU, see <http://www.twu.edu/twunews/media-kit.asp>

TWU and Oracle EBS

TWU first implemented the Oracle e-Business Suite in 2003, going live with Financial modules on 31-Aug-03, and with HR/Payroll modules on 13-Nov-03. In order to maintain a fully functional system and to maximize its investment in Oracle software, TWU intends to upgrade to Version R12.1.3. In addition to this upgrade, TWU plans to consider implementing EBS modules that are licensed, but have not yet been utilized. Selected modules will be considered for implementation subsequent to ‘go-live’ with R12.

Current TWU Oracle Modules

General Ledger	HR Personnel
Accounts Receivable	Payroll (PR)
Cash Management	Time and Labor (OTL)
Fixed Assets	Advanced Benefits (OAB)
Accounts Payable	Self Service HR (SSHR)*
Purchasing	Compensation Work Bench (CWB)*
Approvals Management (AME)*	Performance Appraisal (Talent Management)*
*Licensed but not currently fully utilized.	

TWU also utilizes a **custom Budget application** that runs within EBS.

There are three systems that interface with Oracle EBS:

- Datatel/Colleague Student Financial System – records for student Accounts Receivable as well as enrollment, registration, etc.
- Custom web based time capture
- Raiser’s Edge - records for gifts and donations

Note: these interfaced systems are not within the scope of the R12 upgrade project except for assuring continuity of the interface.

Current Status of TWU Oracle EBS and Processes

The Oracle General Ledger captures and records data for all TWU transactions including those interfaced from external systems. Subledgers close to General Ledger using standard Oracle functionality. Custom applications feed the balances through the standard GL_INTERFACE tables.

TWU has only one ledger. This ledger uses a chart of accounts consisting of **six segments**.

Segment	Description	Digits
Fund	Balancing Segment, 15 values	2
Funding Source	Category of Funding	3
Element of Cost	Category of Operational Expense	2
Department	Cost Center Segment	4
Object	Natural Account	4
Grants_Projects	Identifies a Special Reporting Center	8
<i>Example : 10.100.30.1502.7602.00000000</i>		

Accounting is accomplished for two legal entities, the University and the Foundation; currently only one legal entity (the University) is currently defined. With the transition to R12 we plan to add the Foundation as a separate legal entity. In Version 11 Foundation accounts are a separate Fund (balancing segment above).

Accounting ledgers are closed monthly, and routine financial reporting is completed quarterly and annually. Quarterly reports are provided to the Board of Regents and annual reports are provided to various State of Texas offices. A number of Oracle FSG reports are generated routinely in the financial reporting process. TWU currently restricts the use of FSG because of the need to secure row and columns sets for FSG reports.

Except for reconciling revenue to the Student System, closing is not creating issues for the accounting department. For example, reconciling intercompany takes only 15 minutes each month. Because it involves the interface with the Colleague Student Financial System, revenue reconciliation takes the most time and requires custom reports to accomplish this task.

TWU utilizes Journal Approval Workflow and ADI for uploading Journals.

- **General Ledger**
 - General ledger is used to record the amounts for all transactions that occurred throughout the period from both E-Business Suite sub-ledgers and from custom applications. There is only one ledger, and all transactions are recorded in a single currency (USD).
 - The fiscal year starts September 1 and ends August 31. The calendar is monthly with 13 periods – the 13th period is an adjusting period.
 - TWU uses encumbrance accounting and is tax exempt (IRC 501 (c) (3))
 - Journal Approval Workflow is utilized.
 - **With the upgrade to R12, TWU intends to take full advantage of Subledger Accounting (SLA) and Approvals Management (AME)**
- **Accounts Receivable (AR)**
 - Oracle Receivables is used to invoice agencies that fund the grants and to receive reimbursement for funds expended in accounts payables. For State Appropriations, there is a process that runs nightly from accounts payable to create an invoice in AR. The invoice data is sent to the state each morning and the state processes the data through the Uniform State Accounting System (USAS), produces transactions, and reimburses TWU via EFT.
- **Cash Management**
 - Cash Management is used to reconcile bank accounts.

- **Fixed Assets**
 - Fixed Assets is used to record the basis for capital and controlled assets. Assets are created using “mass additions” generated from AP using a standard process. Asset accountants review the transactions in mass additions and add the necessary information such as category, location, asset number, serial number and process the lines into an asset.
 - State Property Accounting (SPA) reports are due 20 days after the close of the fiscal year.

- **Accounts Payable (AP)**
 - Supplier additions are initiated by requisitioners for procurement purposes after obtaining approval for the requisition. The requisitioner collects information required for IRS Form W9 and forwards to the Buyer. Supplier Maintenance checks for ‘State Holds’ and the ‘Excluded Parties List’ before adding the new supplier.
 - Payables invoice processing consists of approximately 57% PO Match, 25% non PO and 18% Expense Reports. Approximately 200 Expense Reports are created each month using offline spreadsheets with offline signature approval and then mailed or sent via inter campus mail to AP for audit and entry into the AP Invoice Workbench.
 - Invoice approval is executed either through PO Receiving or captured through offline signature approvals for NON-PO and Expense Report.
 - Payment processing consists of check, EFT, wire recording and an interface to the USAS third party payment system. All payments are made in US Dollars. Checks have been formatted using XML.
 - Invoices are validated, transferred to GL and generate Mass Additions on a nightly basis. For Period end processing, the Sweep program is used as well as Period-End Accrual functionality in Purchasing.

- **Purchasing**
 - Requisitions are created using the core Form in Oracle. Approvals are recorded online when the requisitioner forwards an approval request to an account approver in the department. The requisition approval process leverages a simplified position hierarchy in order to return requisitions that were not routed to the appropriate approver. More complex approval requirements require offline signatures.
 - Buyers auto-create requisitions using Oracle Standard Purchase Orders. Evergreen software has been used to print all purchase orders (Version 11), but an XML template has been generated for use under R12, and will soon be used in 11i. Approximately 350 PO’s are issued each month. For orders equaling or exceeding \$25,000, the procurement group works directly with the departments to obtain the required specifications and submission of formal bid documents.
 - **Subsequent to the upgrade to R12, TWU intends to consider implementing Oracle iExpense, iProcurement, Services Procurement, Procurement Contracts, and Approvals Management.**

- **HR Personnel**
 - There are 2300 total employees consisting of full-time and part-time faculty, adjunct instructors, full-time and part-time staff, graduate assistants, temporary staff and student workers.
 - A modified People Management Template and a custom online Personnel Transaction Form (PTF) are used to capture & enter employment data .
 - A significant number of employees have a multiple assignment design.
 - Salary FTE & Costing updates are performed using Oracle supported APIs. Salary analysis is performed outside of Oracle.
 - Currently, a combination of 3rd party and custom reports is used for IPEDS and EEO. TWU intends to utilize Oracle delivered reports available with R12 release.

Subsequent to the R12 upgrade, TWU intends to take full advantage of HR Self Service and to replace our custom personnel transaction form and the modified people management template.

- **Payroll**
 - Payroll is run monthly. Most time entry comes through seeded functionality called, Batch Element Entry.
 - There are 15 different earning types, 22 supplemental earnings and 48 deductions.
 - Retro costing is currently used.
 - Lump sum payments are manually created for employees assisting for special projects.
 - Split costing and mid-month payments occur on a regular basis.
 - Garnishments are currently processed using the Accounts Payable module. TWU intends to implement 3rd party payment configuration.

Subsequent to R12 'go-live', TWU intends to explore the benefit of having Retro Pay and Payroll SLA implemented.

- **Time and Labor**
 - OTL is used to capture time for all salaried staff employees.
 - Absence tracking spans across several modules.
 - Compensatory and Overtime calculation requires custom code due to its complex logic that is currently missing from OTL earning policy.
 - Currently the tracking of FMLA, sick leave pool and mid-month FTE changes is handled manually. TWU would like to explore the possibility of having an automated resolution.

Subsequent to R12 'go-live', TWU intends to utilize Manager Dashboard and available audit reports.

- **Advance Benefits**
 - Employee Benefits are governed by ERS system, Employees Retirement of Texas. However, TWU uses OAB module to store benefit enrollment information to populate payroll deductions. There are approximately 1400 benefit eligible employees. Employees make enrollment changes directly in ERS system. Daily changes are combined and downloaded from ERS system and are manually entered in OAB daily. Approximately 50% of these changes are modifications made to existing enrollments and the other 50% are new enrollees amounting to an average of 20+ transactions per month.
 - Retirement and Savings plans are separately managed from ERS and are included as part of OAB.

Subsequent to R12 'go-live', TWU intends to explore the possibility of having an interface between 3rd party and OAB data.

- **Approvals Management**

AME is currently not being used for Purchase Requisitions, Invoice or Expense approvals. AME is in use in the HCM modules but modification will be needed for future implementation of SSHR.

- **Self Service HR**

Limited Self Service functionality is currently used. Expanded use of that functionality is anticipated after R12 'go-live'.

- **Compensation Workbench**

Compensation Workbench is currently not being used. TWU intends to take full advantage of module.

- **Performance Appraisal**

Performance Appraisal is currently configured in our current release but not utilized. TWU intends to take full advantage of module.

Training Requirements

Purpose and Objectives

The vendor, in conjunction with TWU project team, will develop curriculum designed to transition users from the existing responsibilities to the new responsibilities. The vendor must plan and provide a training solution that will provide all levels of users with the knowledge and tools required to effectively use the solution(s) pre, during, and post implementation. The initial user base for the request for proposal includes: functional and technical personnel. The goals of the training are:

- 1) TWU personnel (technical, functional, and end users) must be fully capable of supporting and using the new or modified responsibilities
- 2) The training should be conducted by the vendor. Trainers should be experienced with the product and certified in each course for which they are proposed to teach.

Scheduling

The vendor and TWU will negotiate a training timeline designed to synchronize training with the go-live date. Training is expected to occur in three phases as follow:

- The vendor will directly train selected TWU project team (Phase I).
- The vendor will develop final training curricula and submit to the TWU project Team for approval and changes (Phase II).
- The vendor will perform final end user training (Phase III). Phase III training must be conducted using actual TWU systems.

Deliverables

Training deliverables include an electronic copy of training plan, assistance with installation and setup of the software required for training (User Productivity Kit), and training of the following personnel:

Training Class	Audience	Number of Personnel
Sub-ledger Accounting (SLA)	Technical & Functional & End Users	300+
Approvals Management (AME)	Technical & Functional	20
iExpense	Technical & Functional & End Users	300
iProcurement	Technical & Functional & End Users	300
*Services Procurement	Technical & Functional & End Users	300+
Procurement Contracts	Technical & Functional	5
*HR Self Service (Manager Dashboard & Employee Self Service)	Technical & Functional & End Users	300+
Retro Pay and Payroll SLA	Technical & Functional	3
Compensation Workbench	Technical & Functional	3
*Performance Appraisal	Technical & Functional & End Users	1800+
*User Productivity Kit (UPK)	Technical & Functional	20
XML Publisher	Technical	10
Java training	Technical	10
Payments module new	Technical & Functional	10
OA Framework	Technical	10
Workflow	Technical & Functional	20

*To be bid as an optional offering.

Technical Requirements

Purpose and Objectives

The vendor, in conjunction with TWU technical team, will develop a plan designed to transition Oracle EBUS application from 11.5.10 to Oracle Release 12.1.3. Additionally, a plan to implement the new modules will also be required.

See Table of Technical Requirements on following 2 pages

Table of Technical Requirements

TWU requires a highly available and responsive system. The Vendor should propose solutions, capabilities and recommendations on how to achieve the level of performance desired.

Request for Proposal Technical Requirements					
Req #	Req Type	Technical Area	Requirement	Deliverable	Priority
1	Application Software	DBA and ERP teams	Identify and apply all required patches prior to building first R12 instance	All required patches are applied successfully	High
2	Application software	DBA and ERP	Work with TWU technical team to build 5 Oracle R12 instances: 1 – Seeded (no 3 rd party, no custom) 2 – With Required Setup (no 3 rd party, no custom) 3 – With Required Setup and with 3 rd party and custom applications 4 – Production practice run 5 – Production (LIVE)	Successfully build a minimum of five (5) functioning instances	High
3	Application software	DBA and ERP	Review current system setup (including workflow, workflow notifications, roles/responsibilities, and other areas) and make recommendations as needed for good health check	Health Check Recommendations Documentation	High
4	Application software	DBA and ERP	Work with TWU technical team to establish acceptable performance testing measures and to meet those measures	Success in meeting acceptable performance measures	High
5	Application software	DBA and ERP	Provide IT staff with detailed data structure (tables, views, columns, etc.) changes for new R12 functionality	Data Structure Change Documentation	High

Request for Proposal Technical Requirements					
Req #	Req Type	Technical Area	Requirement	Deliverable	Priority
6	Application software	DBA and ERP	Roles versus Responsibility Change Management (training, setup, and implementation)	Role based security documentation, training, and setup	High
7	Application software	ERP and Technical Support	Identify desktop requirements and work with technical team to establish go-live plan	Desktop requirement documentation and go-live plan	High
8	Application software	ERP	Work with IT staff to define and setup System Security Profile	System Security Profile setup documentation	High
9	Application software	ERP and Functional	Financial Statement Generation (FSG) replaced with Reports Manager. Re-creation of FSG templates required.	FSG templates	High
10	Training	ERP and Functional	Develop User Test Plans for all mission critical functions including volume and unit testing	User Test Plans	High
11	Application software	ERP and Functional	Discoverer upgrade and setup	Functioning and upgraded version of Discoverer	High

Purpose of this Request for Proposal (RFP)

This RFP is issued to retain professional services to be rendered in assistance to TWU staff in this software system upgrade to Release 12 of Oracle EBS. As part of this effort, TWU has formed a cross-functional team to examine the proposals submitted in response to the RFP and determine the best supplier to provide the required assistance to the University. Based on a carefully completed assessment of the project scope and requirements, the upgrade project commencement is planned for January 2012, with completion in 8 months, prior to the start of fiscal year 2013 on 1-Sep-12. In a separate solicitation, TWU is seeking an independent project manager to coordinate internal and external resources devoted to a successful upgrade to Oracle R12.

Instructions to Responders

(A) Submission of proposal

TWU requires that each respondent submit one (1) original and five (5) copies of all RFP information in a sealed, envelope marked on the outside of the envelope "[Name of Respondent] Oracle release 12 Upgrade Proposal". Proposals are to be submitted to Texas Woman's University, Attention: Supervisor, Purchasing, 411 Texas St, Denton TX 76201 by **2:00 p.m. CDT on 11-Oct-11**. Proposals may be mailed or hand-delivered prior to the date and time for opening. No oral, telegraphic, telephonic, facsimile or other electronic submissions will be considered. Each respondent may submit only one (1) proposal. Proposals received after the date and time indicated on the cover sheet shall not be considered and, if the respondent is properly identified on the proposal package, shall be returned unopened. A respondent may withdraw its proposal by notifying the Supervisor, Purchasing in writing at any time prior to the proposal submission deadline. After the deadline, proposals become a record of TWU and will not be returned to the respondent. TWU shall not be liable for expenses incurred in connection with preparation of a response to the RFP.

All proposals submitted shall remain valid and be binding upon the respondent if accepted by the University within 120 days of the proposal submission date. Negligence upon the part of the respondent in preparing the proposal does not allow for withdrawal after the time fixed for the submission of proposals.

Upon opening, proposals are subject to public disclosure in accordance with Texas law, unless respondents invoke the exemptions to disclosure provided by law in their proposal, properly identifying the data or other materials to be protected, stating the reasons why such exclusion from public disclosure is necessary and providing the legal basis for the exemption.

(B) Format of proposal

Proposals shall be submitted in writing and legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and all required information must be provided.

(C) Inquiries and addenda

A pre-bid meeting will be held at 2 PM CDT on Thursday, 22-Sep-11. This meeting may be attended in-person on the Denton campus or on-line. Instructions for attendance will be posted at <http://www.twu.edu/payment-procurement/bid-opportunities.asp>

TWU will endeavor to answer, in writing and in a timely manner, all written questions regarding this RFP to all respondents for which it has notice. All respondents having a question or a request for clarification concerning the meaning or interpretation of this RFP should fill out the RFP Question Form set forth in Attachment II and attach it to an email and send to twupurchasing@twu.edu. Written questions will be accepted through 21-Sep-11. TWU may record its responses to inquiries and any supplemental instruction

in the form of written formal addenda for more substantive responses, or by informal written email when appropriate.

Respondents wishing to be notified of any addenda or emails should provide its name, address, telephone number, email address and if available, facsimile number to the Supervisor, Purchasing by submitting this information via email to twupurchasing@twu.edu. Failure to receive such addenda or emails will not relieve the bidder from its obligation to submit a responsive proposal. Respondents should contact TWU to ascertain whether any addenda have been issued. Failure to do so may result in an unresponsive proposal. TWU will notify by email on 30-Sep-11, all respondents submitting the Attachment I – Expression of Intent, of the existence of any written addenda or email responses.

(D) Negotiation

TWU reserves the right to (1) accept or reject any and all proposals and to waive any technicalities or irregularities therein; (2) to cancel the RFP process at any time prior to entering into a formal contract for Oracle release 12 upgrade services; (3) to reject the response of a respondent that does not submit a proposal to the University's satisfaction; (4) to make an award to the response which is, in TWU's opinion, the most advantageous to the University; and (5) to negotiate any and all terms of the proposal. All respondents agree that rejection shall create no liability on the part of the University because of such rejection, and the filing of any proposal in response to this request shall constitute an agreement of the respondent to the conditions set forth in this RFP.

(E) Expression of intent

All entities intending to submit a proposal are encouraged to complete "Attachment I – Expression of Intent" found near the end of this document. Fax or email it to the contact and fax number or email address provided on the attachment by 2:00 p.m. CDT on 16 Sep-11. Failure to submit Attachment I does not disqualify a respondent, but all respondents submitting Attachment I in a timely manner will receive an email on 30-Sep-11 notifying them of all addenda and email responses, if any, issued with respect to this RFP.

Terms and Conditions of Request for Proposal

This section sets forth the selection process, selection criteria, timeline and contract provisions. A signature page indicating respondent's acceptance of the terms and conditions is included and **must be signed and returned with the proposal**.

(A) The selection process

TWU reserves the right to select the respondent(s) it deems qualified and to terminate negotiations at any time without incurring any liability.

TWU reserves the right to accept or reject any and all responses to this RFP at its complete discretion and without explanation to the respondents. Further, the University reserves the right to withdraw or modify this RFP at any time.

Respondent's proposal to this RFP should be its best and final offer.

TWU will evaluate proposals and select the respondent which meets the best interests of the University. TWU shall be the sole judge of its own best interests, the proposals and the resulting negotiated agreement. The University's decisions will be final. After evaluating the proposals, TWU may request additional information including participation in interviews or phone conferences with representatives of respondents if it believes such additional information would be helpful in reaching a decision.

In case of a tie between two or more offerers, the award will be made in accordance with preferences as outlined in Rule 1 TAC 113.8. If a tie still exists after review of preferences claimed by offerers, the agency will draw lots to break the tie. The offerer agrees to protect the State from claims involving infringement of patents or copyrights. The offerer hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann, Sec 15.0, et seq. (1967). In the event of a conflict between standard proposal requirements and conditions and the attached detail specification, the detail specification shall govern.

(B) Contract

TWU anticipates entering into a contract with the respondent whose submitted proposal it deems most advantageous. The respondent understands that this RFP does not constitute an offer or a contract with the respondent. An official contract or agreement is not binding until proposals are reviewed and accepted by the selection team, approved by the appropriate level of authority within the University, and executed by the parties. The terms and conditions of such contract shall meet the requirements of this RFP, but TWU reserves the right to negotiate any and all terms of the proposal. The length of such contract shall be negotiated between TWU and the successful respondent.

This procurement will be conducted in accordance with the State Purchasing Act, Title 10, Subtitle D, Chapters 2151 thru 2177, of the Texas Government Code (TGC) and TPASS rules. 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 Texas Woman's University request for a Best and Final Offer; and any successful contractor's Best and Final Offer.

Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested.

Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

TWU will consider utilizing a successful respondent's standard contract subject to review and approval of the Vice President of Finance and Administration and inclusion of certain modifications. TWU does require certain minimum, standard provisions in all of its contracts. These include but are not limited to: (1) all contractual agreements shall be subject to, governed by and construed according to the laws of the State of Texas; (2) no limitation of vendor or consultant liability; (3) agreement and its terms shall be subject to the Texas Open Records Act and absent a lawful exemption to the contrary, shall be subject to public disclosure; (4) no assignment of contract without written consent of TWU; (5) no amendment, modification or other change in contract terms except in writing with consent of both parties; (6) termination for convenience provision with the notice provision negotiated; and (7) no mandatory arbitration, mediation or other dispute resolution.

(C) Conditions/Selection criteria

TWU's selection criteria include, but are not limited to, respondent's capabilities in the following areas:

- ◆ Scope of upgrade services provided
- ◆ Ability to meet the University's business requirements

- ◆ Ability to meet the University’s reporting requirements
- ◆ Respondent’s technology and technical capabilities
- ◆ Respondent’s implementation process and experience
- ◆ Customer Service

The scale for considering qualifications is expressed with percentage weighting:

Criteria for Selection of Vendor Proposal - Oracle R12 Upgrade	
	Percent
Scope of upgrade services provided	15%
Perceived level of Understanding of TWU's Business & Reporting requirements	15%
Costs	35%
Experience with similar engagements similar projects presented references from comparable projects qualifications of technical and administrative staff	35%
Total	100%

(D) Confidentiality

Definition of Information

As used herein, “Information” shall mean both (i) written information received from the other party which is marked or identified as confidential, and (ii) oral or visual information identified as confidential at the time of disclosure that is summarized in writing and provided to the other party in some written form promptly after such oral or visual disclosure.

Confidentiality

Each party may use Information received from the other party hereunder and may provide such Information to its parent corporations, if applicable, and their respective employees for their use only in connection with the evaluation and execution of this RFP. Each party agrees that, for a period of two (2) years from receipt of Information from the other party hereunder, such party shall use the same means it uses to protect its own confidential and proprietary information but, in any event, not less than reasonable means to prevent the disclosure and to protect the confidentiality of the Information received. The foregoing shall not prevent either party from disclosing Information which belongs to such party or is i) already known by the recipient party without an obligation of confidentiality, ii) publicly known or becomes publicly known through no unauthorized act of the recipient party, iii) rightfully received from a third party without obligation of confidentiality, iv) independently developed by the recipient party without use of the other party’s Information, v) disclosed without similar restrictions to a third party by the party owning the Information, vi) approved by the other party for disclosure, or vii) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the disclosing party provides the other party with notice of such requirement prior to any such disclosure.

(E) Media release

Except for any announcement intended solely for internal distribution by the respondent or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of the respondent, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by the respondent or its employees including the name, trade name, trademark, or seal Texas Woman’s University, shall be coordinated with and approved in writing **by TWU** prior to its

release. Respondent shall not represent directly or indirectly that any service provided by the respondent to TWU has been approved or endorsed by the University or includes the name, trade name, trademark, or seal of TWU on a list of respondent's customers without the University's express written consent.

(F) Timeline

1. All entities interested in submitting proposals are encouraged to complete and submit "Attachment I – Expression of Intent" by 2:00 p.m. CDT, 16-Sep-11, via facsimile to (940)898-3519 Attn: Supervisor, Purchasing or by emailing it to twupurchasing@twu.edu.

2. Written questions will be accepted through 21-Sep-11 regarding the RFP by completing and submitting the Question Form set forth in Attachment II and attaching it to an email to twupurchasing@twu.edu.

3. **All RFP's must be received by 2:00 p.m. CDT on 11-Oct-11. Please submit your proposal to:**
Texas Woman's University - Attn: Supervisor, Purchasing - 411 Texas St -Denton, TX 76201

Approximately two to three weeks after the deadline date for submission of this RFP, TWU will contact each respondent regarding the status of its proposal and the next steps to be taken. **Until such time, please refrain from asking questions related to the outcome of your proposal.**

PAYMENT: Payment will be made in accordance with the Texas Prompt Payment law, TGC, Subtitle F, Chapter 2251.

DISPUTE RESOLUTION:

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

- (A) A contractor's claim for breach of this 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 Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to Dr. Brenda Floyd, Vice President of Finance and Administration at Texas Woman's University. Said notice shall specifically state that the provisions of Ch. 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Texas Woman's University, and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
- (B) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas Woman's University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- (C) 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 the contract by Texas Woman's University, nor any other conduct of any representative of Texas Woman's University relating to the contract shall be considered a waiver or sovereign immunity to suit. The submission, processing and resolution of the Contractor's claim is governed by the published rules adopted by the attorney general of the State of Texas pursuant to Ch. 2260, as currently effective, hereafter enacted or subsequently amended. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.

CONTRACTOR RESPONSIBILITIES: The contractor shall comply with all federal, state and local laws statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance contract including, if applicable, worker's compensations laws, minimum and

maximum salary and wage statues and regulations, and licensing laws and regulations. When required, contractor shall furnish Texas Woman's University with satisfactory proof of its compliance.

INSURANCE AND OTHER SECURITY: The Respondent represents and warrants that it will obtain and maintain for the term of the Contract all insurance coverage required to ensure proper fulfillment of the Contract and its liabilities there under. The Respondent shall insure any of its motor vehicles used to fulfill its duties under the Contract and ensure that its subcontractors do the same. Such insurance shall comply with Texas statutory requirements and also cover any cargo being delivered to Customers. The Respondent represents and warrants that all of the above coverage will be obtained from companies that are licensed in the state of Texas, have an "A" rating from Best, and are authorized to provide the coverage. The Respondent shall furnish proof of insurance upon request of a Customer.

BONDING: The vendor will procure a performance bond for the contract amount

CANCELLATION: Failure to meet 80% of the anticipated attendance may result in cancellation, at the discretion of TWU.

FORCE MAJEURE: Neither bidder nor TWU 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.

NON-APPROPRIATION OF FUNDS: Any contract resulting from this RFP is subject to termination or cancellation, without penalty to TWU, either in whole or in part, subject to the availability of state funds. TWU is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TWU becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TWU's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TWU will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TWU will not be required to give prior notice.

INDEMNITY: Bidder (hereafter called Indemnitor), by bidding, agrees to indemnify and hold harmless the State of Texas, TWU, its Board of Regents, and each entity's officers and employees for any and all injuries, damages, or allegations of such brought by Indemnitor's employees (AND / or subcontractors) against TWU for accidents, injuries, or damages occurring within the scope of work of Indemnitor's service contract with TWU, plus four additional years from the final date of services performed by Indemnitor and its employees. Any indemnitor who is performing services for TWU and does not carry Worker's Compensation Insurance, as required by the laws of the State of Texas, for his employees, also, by bidding, agree to indemnify TWU as described within this paragraph.

TEXAS PUBLIC INFORMATION ACT: Notwithstanding any provisions of this RFP to the contrary, bidder understands that TWU will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to TWU any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this IFB. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.

Rights to Data, Documents and Computer Software (State Ownership) : Any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials prepared by contractor in the performance of its obligations under this contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the State by the contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of contractor’s obligations under this contract without the prior written consent of the State; provided, however, that contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

TEXAS HISTORICALLY UNDERUTILIZED BUSINESS/ HUB SUB-CONTRACTING PLAN

All agencies of the State of Texas make a good faith effort to assist historically underutilized businesses (each a “HUB”) in receiving contract awards. The goal of the HUB is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB Program, if under the terms of any agreement or contractual arrangement resulting from this RFP, the successful Respondent subcontracts any of the services to be provided to the University, then successful Respondent must make a good faith effort to use HUBs certified by the Texas Comptroller of Public Accounts. Compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP.

(see certification process at <http://www.window.state.tx.us/procurement/prog/hub/hub-certification/>)

See also the HUB Subcontracting Plan at the Texas Comptroller of Public Accounts site <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Achievement of the above goal may be reached by the agency contracting directly with a Texas Procurement and Support Services (TPASS) certified HUB or by the agency's prime contractors establishing contracts with certified HUBS as subcontractors, suppliers or material providers. Each BIDDER is to answer the following questions:

Are you a certified HUB? _____

If yes, please provide your five digit HUB certificate number. _____