Request for Proposal: 753-0-005WHT
Energy Management System for Sam Houston State University’s Physical Plant

Mail Proposals To:  Deliver Proposals To:
Sam Houston State University  Sam Houston State University
Procurement & Business Services  Procurement & Business Services
P. O. Box 2028  1901 Avenue I, Suite 452 (CHSS Bldg)
Huntsville TX 77341  Huntsville, Texas 77340

PROPOSAL MUST BE RECEIVED BY:  April 27, 2010 at 3:00 p.m. CST
FAX PROPOSALS WILL NOT BE ACCEPTED

Note: A proposal must be received and time stamped at Sam Houston State University by the hour and date specified for a proposal to be accepted for consideration. The Proposer (not the carrier/mail/service/or University) is solely responsible for ensuring that the Proposal is received in Procurement and Business Services prior to the specified opening date and time. Late Proposals properly identified will be returned, unopened, to the Proposer. After receipt, only the names of Proposers will be made public. Prices and other Proposal details will only be divulged after the contract award, if one is made.

Agency Invoice Address:
Sam Houston State University
Accounts Payable
Box 2185
Huntsville TX 77341

Refer Inquiries To:
Procurement and Business Services
William H. Tidwell, Purchaser II
Telephone No: 936 294-1894
E-mail: pur_wht@shsu.edu

All proposals must be completed as required by the instructions in this request, signed and returned with an original and three copies by the date and time specified.

Note: Failure to sign and return the Execution of Offer will result in the rejection of the proposal. (Required form is included with this Request for Proposal, Section E.)

All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by an addenda or interpretation that is not in writing.
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SECTION A: INTRODUCTION / BACKGROUND / OVERVIEW

A-1 Information about Sam Houston State University

Sam Houston was founded in 1879 and stands today as the third-oldest public university in Texas and the state’s fifth oldest continuously operating institution of higher education. Sam Houston State University serves one of the most diverse populations of any education institution in Texas. Admission requirements were strengthened six years ago. In the fall of 2009, SHSU experienced another record enrollment, with 16,800 students.

A-2 Scope of Proposal

A-2a Scope: Sam Houston State University’s Physical Plant (“SHSU” or “University” herein), through this Request for Proposal (“RFP”), is seeking a turnkey, commercially available energy billing and management system. This RFP includes, if applicable, hardware, software, software licenses, and services. Services to include, but not limited to, installation, implementation, configuration, on-site training, customer support, warranty, and minimum twelve (12) month maintenance.

A-2b The cost of this project will not exceed $100,000.

SECTION B: PROPOSAL INSTRUCTIONS AND REQUIREMENTS

B-1 Proposal Delivery Instructions

B-1a Proposals Must Be Received By: April 27, 2010 at 3:00 p.m. CST

B-1b Proposal Delivery: The proposal must be time stamped at SHSU Procurement and Business Services before the hour and date specified for receipt of proposal. The proposer (not the carrier/mail service/other or the University) is solely responsible for ensuring that the proposal is received in the Procurement and Business Services prior to the specified opening date and time.

Mail Proposals To:
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Huntsville TX 77341

Deliver Proposals To:
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1901 Avenue I, Suite 452 (CHSS Bldg.)
Huntsville TX 77340

B-1c Unacceptable Proposal Delivery Methods: The University will not accept proposals submitted by telephone, facsimile (fax) transmission, or electronic submission (e-mail disk, CD-ROM, etc) in response to this RFP. Faxed proposals are not acceptable.

B-1d Late Proposals: Late Proposals properly identified will be returned, unopened to the Proposer.

B-1e Proposer Responsibility: Persons signing the Proposal must have the authority to bind the firm in a contract. Proposer should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Failure to submit a complete response may result
in disqualification of Proposer’s proposal. Proposer should be prepared to simply and economically provide a straightforward and concise description of Proposer’s ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

B-1f Proposal Envelope/Box/Container: Each proposal should be placed in a separate envelope, box, or container that is completely and properly identified and marked: “Energy Management System for Sam Houston State University’s Physical Plant 753-0-005WHT-Open 3:00 p.m. CST, April 27, 2010.” It is the Proposer’s responsibility to have the proposal correctly marked and delivered to SHSU’s Procurement and Business Services by the specified date and time for receipt. Proposer should prepare one (1) original written proposal along with the Execution of Offer, (Section E), signed by an officer of the company who is authorized to bind the company by contract. Six (6) additional copies should also be submitted for the University's use in evaluation of the proposals.

B-2 RFP Methodology/Process

B-2a Proposer’s Acceptance of Evaluation Methodology: By submitting a proposal, the proposer acknowledges acceptance of the proposal selection process, the criteria for award, the scope of services and conditions under which the services are to be performed, the terms and conditions of the RFP, and all other requirements and specifications set forth in this RFP. In addition, the proposer recognizes that some subjective judgments must be made by the University during the RFP process.

B-2b Selection Process: The University will be the sole judge of the appropriateness and completeness of any and all submitted proposals. The University reserves the right to reject any or all proposals and in particular any proposal not containing the complete data or information requested. After the proposals are evaluated, the University reserves the right to further negotiate with the company receiving the highest evaluation score, based on the criteria set forth. The University will review all proposals from companies that meet the requirements and have properly followed all instructions, completed and manually signed the Execution of Offer.

B-2c Public Information: The University considers all information, documentation and other materials submitted in response to this RFP to be of a non-confidential and non-proprietary nature and shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001) after the award. Proposer is hereby notified that the University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

B-2d Costs of Preparing Proposals: The proposer shall bear, as its sole risk and responsibility, any costs that arise from preparation of the proposer’s response to this solicitation. The University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstration or oral presentation that may be made by the Proposer, unless otherwise expressly stated. Proposer submits its proposal at its own risk and expense.

B-2e Negotiations or Discussions: If possible, an award will be made without holding negotiations. If negotiations are necessary, they will be scheduled after all proposals are evaluated. Negotiations will only be held with proposer(s) receiving the highest evaluation score, based on the criteria set forth. Therefore, do not anticipate negotiations being held. Best and Final Offers will only be requested if
negotiations are held. Therefore, you are strongly encouraged to submit your best offer at the date and time proposals are due.

B-2f **Pricing:** Include any and all costs of materials, parts, labor, equipment, facilities, travel, overhead, profit, delivery, installation, etc. in the unit pricing this proposal.

B-2g **Property of the University:** Proposals and any other information submitted by Proposer in response to this RFP shall become the property of the University.

B-2h **Conditional Clauses:** Proposals that are qualified with conditional clauses; alter, modify, or revise this RFP in any way; or contain irregularities of any kind are subject to disqualification by the University, at its option.

B-2i **No Guarantee of Award:** University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies and delete any requirement or specification from this RFP or the Agreement when deemed to be in University’s best interest. University reserves the right to seek clarification of any item contained in Proposer’s proposal prior to final selection. Such clarification may be provided by telephone call or personal meeting with or in writing to the University, at the University’s discretion. Representations made by Proposer within its proposal will be binding on Proposer. University will not be bound to act by any previous communication or response submitted by Proposer, other than this RFP.

B-2j **Proposal Validity Period:** Each proposal must state that it will remain valid for a minimum of forty-five (45) days after the submittal deadline to allow time for evaluation of proposals, award determination, and any unforeseen delays.

B-2k **Modification or Withdrawal:** Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted in response to this RFP. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University’s consent, which shall be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to University, at its sole discretion.

B-3 **Proposer Questions and Addenda**

B-3a **Proposer Questions:** After the RFP is advertised, proposers will have until April 15, 2010 at 11:00 a.m. CST, to submit written questions for clarification of the proposal. Send questions to William H. Tidwell via e-mail to pur_wht@shsu.edu or fax to 936-294-1997. All questions will be reviewed, consolidated where possible, and answered in one addendum to the proposal. The addendum will be posted on the following websites: Walker County Alliance web site at www.shsu.edu/wca and the Texas Comptroller of Public Accounts Electronic Business Daily web site at http://esbd.cpa.state.tx.us. Addenda are usually posted within three (3) business days unless the questions involve legal issues or complex subjects. **IT IS THE SOLE RESPONSIBILITY OF THE PROPOSER TO CONTINUALLY CHECK THE WEBSITES FOR ADDENDUM(S), AND ANY AND ALL WRITTEN RESPONSES.**
Addenda to Request for Proposal and Award Information: If it becomes necessary to revise any part of this RFP, including the answer of technical questions, a revision will be given in the form of an addendum. It is the responsibility of the proposer to monitor the website for addenda or other written responses. The addendum(s) will be posted on the following websites: Walker County Alliance web site at www.shsu.edu/wca and the Texas Comptroller of Public Accounts Electronic Business Daily web site at http://esbd.cpa.state.tx.us. **IT IS THE SOLE RESPONSIBILITY OF THE PROPOSER TO CONTINUALLY CHECK THE WEBSITE FOR ADDENDUM(S), AND ANY AND ALL WRITTEN RESPONSES.** In addition, information about the award will be posted on both websites.

Pre-proposal Conference / Site Visit:

Pre-Proposal Conference: No pre-proposal conference will be held.

General Information

Intended Use: The University shall use the energy billing and management system to monitor energy cost and usage on campus.

Class and Item: 209—11/13/46

Contact with the University: Contacts with the University must be through SHSU Procurement and Business Services. Procurement and Business Services may refer you to other individuals or departments for technical matters. Proposers are reminded that SHSU is not bound by any oral statements or representations. SHSU Procurement and Business Services is the only department that has the authority to provide official answers to questions, conduct discussions or negotiations, or enter into any binding agreement for this project.

Parties to the Proposal/Resulting Contract: Sam Houston State University (SHSU) and the contractor. Sam Houston State University’s Physical Plant is a department of SHSU.

Preparation and Submittal Instructions

Execution of Offer: Proposer must complete, sign and return the attached Execution of Offer as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer will be rejected by University.

Number of Copies: Proposer should submit a total of one (1) original and six (6) complete and identical copies of its entire proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

No-Response: An entity wishing to submit a ‘No-Response’ is requested to return the Execution of Offer. The returned form should indicate the responding entity’s name and should include the words ‘No-Response’ on the Execution of Offer form.
B-6d **Page Size, Binders, and Dividers:** Proposals should be typed on letter-size (8-1/2” x 11”) paper, and should be submitted in a binder. Preprinted materials should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

B-6e **Table of Contents:** Proposals should include a Table of Contents with page number references. The Table of Contents should contain sufficient detail and be organized according to the same format as presented in this RFP, to facilitate easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

B-6f **Proposer Questionnaire:** Proposer shall submit a complete response to each question under Specifications, Section D-6. Questionnaire responses will be considered during the evaluation process. Proposer’s response should state the question immediately followed by the answer. In cases where the question does not apply or if unable to respond, please indicate N/A for Not Applicable or N/A for No Response. The questionnaire response may be on bond paper and should be in an easy to read format.

**B-7 PROPOSAL CONTENT**

B-7a **Coversheet for Proposal:** Proposer will submit proposal using the form shown in Section F as the first page (cover page) of their proposal followed by the Execution of Offer.

B-7b **Execution of Offer:** Failure to sign and return the Execution of Offer will result in rejection of the proposal. (Section E, page14).

B-7c **Qualifications and References:** as per D-3 and D-4, page 9

B-7d **Brochure or Documentation:** as per D-6 item 40, page 13

B-7e **Timeline:** as per D-6 item 43, page 13

**Note:** The above listing of items to be included in the proposal submission is a summary provided to aid proposers in putting together their proposal package. Any items stated in other sections of the RFP, but not listed in this section, are still required to be provided as part of the proposal submission.

**B-8 CONTRACTUAL REQUIREMENTS**

B-8a **Contract Administration:** Contract administration will be by SHSU Procurement and Business Services in conjunction with Sam Houston State University’s Physical Plant.

B-8b **Purchase Order Changes:** All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by an addenda or interpretation that is not in writing. All changes must be supported by a written Purchase Order Change Notice prepared and processed by SHSU.
Procurement and Business Services. Other SHSU personnel do not have the authority to issue changes, oral or written, to the resulting purchase order.

B-8c **Invoice and Payment:** One time payment upon successful implementation and acceptance by the University of the system, in accordance with the University’s Terms and Conditions, will be made upon the submission of a written invoice from the Proposer and a written payment approval by an authorized representative of Sam Houston State University’s Physical Plant to Sam Houston State University’s Accounts Payable Department (there will be no partial payments unless agreed to by Proposer and the University prior to issuance of the Purchase Order). Sam Houston State University is an agency of the State of Texas and is Tax Exempt.

**SECTION C: EVALUATION CRITERIA**

C-1 **Review Panel:** Proposals will be evaluated by a review panel on the basis of the criteria listed below. Relative weights of the criteria are listed below. Only criteria designated in the solicitation can be considered in the award determination.

C-2 **Evaluation Criteria:** The University will review all proposals with emphasis on the following:

<table>
<thead>
<tr>
<th><strong>COST OF SYSTEM:</strong></th>
<th>35 Points</th>
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<tbody>
<tr>
<td>--Total cost of the turnkey Energy Management System specified in this RFP.</td>
<td></td>
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<tr>
<td>--Cost of future maintenance and upgrades for the energy management system.</td>
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<td>--Coverage and length of warranty, extent of vendor support</td>
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<tr>
<th><strong>RESPONDENTS ABILITY TO MEET SPECIFICATION:</strong></th>
<th>35 Points.</th>
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<tbody>
<tr>
<td>--Proposer’s response and ability to conform to the technical specifications and questions in this RFP</td>
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<tr>
<th><strong>PROPOSER’S EXPERIENCE:</strong></th>
<th>20 Points</th>
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<tbody>
<tr>
<td>--Proposer’s experience with similar Energy Management System projects for the Federal Government, State of Texas, other states, Education K-12, or Higher Education.</td>
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<tr>
<th><strong>PROPOSER’S QUALIFICATIONS/BUSINESS HISTORY:</strong></th>
<th>10 Points</th>
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<tbody>
<tr>
<td>--Business references-current customers.</td>
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<tr>
<td>--Number of years in business under current name</td>
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<tr>
<td>--How well did Proposer follow the instructions of the RFP.</td>
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<tr>
<th><strong>Maximum Possible Total Points:</strong></th>
<th>100 Points</th>
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SECTION D: SPECIFICATIONS

D-1 Introduction and Background: Sam Houston State University’s Physical Plant is seeking to purchase an energy management system.

D-2 SHSU’s Estimated Timeline:

April 2, 2010: RFP issued.
April 15, 2010: Last day written questions will be accepted.
April 27, 2010: Proposals due to be received from Proposers.

D-3 Proposer’s Experience: Proposer shall provide at the time of response a minimum of five (5) references of Proposer’s experience with similar system projects for the Federal Government, State of Texas, other states, Education K-12, or Higher Education. Information shall include, but not limited to, Institution’s name, address, contact, contact information, description of the system used and function, and any additional information Proposer feels is important.

D-4 Proposer’s Qualifications/Business History: Proposer shall provide business references from current customers, minimum of five (5), and the number of years in business under current name. Additionally Proposer may provide any additional information that they feel will help the University evaluate their ability to provide the system and support required to maintain it.

D-5 Proposer Timeline: Proposal should include a statement that the Required Timeline can be met or provide a proposer timeline that demonstrates that the Deliverables Due date can be met or bettered

D-6 Energy Management System Specifications and Questionnaire: Purchase of a turnkey, commercially available energy billing and management system for Sam Houston State University’s Physical Plant. Proposer’s written response should conform to the instructions in Section B-6f, page 7. Proposer shall confirm in their response that the proposed system conforms to or exceeds the following requirements.

1. Must have at a minimum the ability to verify utility invoices and bills with University records.
2. Must have at a minimum the ability to provide a comprehensive secure audit trail. System must provide audits in compliance with commonly acceptable auditing standards.
3. Must have at a minimum the ability to prepare and monitor utility budgets, forecasts, accruals on a daily, monthly, or yearly basis.
4. Must have at a minimum the ability to calculate the cost avoidance attributes for energy management projects.
5. Must have at a minimum the ability to create, maintain, and provide a system of campus billings for energy usage based on meter readings.
6. Must have at a minimum the ability to provide “out of the box” reports as well as customized reports pertaining to energy usage, variances, cost, and management.
7. Must have the ability to automatically split utility bills by defined percentages for shared facilities.

8. Must have the ability to track average daily temperature for any number of weather stations.

9. System documentation must be provided which closely reflects the training materials. To include, but not limited to:
   • End user functional material.
   • Administrator guide
   • Production system configuration summary
   • System process and hardware flow chart

10. Proposer shall include any and all costs, direct and indirect, for their energy management system to include, but no limited to:
    • Provide a cost for your total solution. Include a breakdown of software, hardware, and service costs.
    • Provide an expanded total cost of ownership over a four year period.
    • Implementation options, costs.
    • Renewal costs.
    • Include costs for expanding the proposed system to yield ten percent (10%) growth each year for the next ten (10) years.
    • Include annual costs for the proposed system to include, but not limited to: licensing, maintenance, and support costs.
    • Include costs for implementation.
    • Provide warranty information. Include complete description of standard warranty coverage.

11. Proposer shall provide the following licensing information for their system.
    • Describe how the solution is licensed, for both the server-based and non server-based equipment. Including but not limited to:
      a. The metric used to determine licensed quantities.
      b. Any restrictions on use of or access to the software and any data produced by the solution
      c. The term of the license (i.e. perpetual, annual).
      d. Restrictions, penalties or price changes on increasing or decreasing the licensed quantities based on the above described metrics
      e. Implications for development, testing, disaster recovery, and production environments.
    • Describe any third-party products or services required by your solution. Are we required to obtain these from you? If not, include an estimate with and without these being supplied by you.
    • Describe any requirements by your solution requiring a service to host the license to any dependent servers or clients.
    • The legal contract will be reviewed by SHSU legal counsel, and final agreement must conform to recommendations.
    • The license should allow faculty, staff, students and contractors of SHSU to use the system as related to University operations. Do you comply?
    • Is there a requirement to upgrade to new versions when released? Describe the requirement. Is there a cost for the upgrade if required?
    • The following terms should be included or addressed in the license agreement:
      a. “Dispute resolution will be held in accordance with Texas Government Code 2260”
      b. Legal venue “Shall be interpreted under the laws of the State of Texas of the United States of America.”
c. Right to audit: detail who can come to audit, time-frame for such audits, notification to audit detail any penalties resulting from an audit
d. Termination: clause for termination, Disaster Recovery Media is excluded from the destruction upon termination requirement. “Disaster Recovery Media”: Shall mean any form of media facilitating the recovery of computer systems in the event of a disruption or disaster.
e. Assignment: “Neither party may assign or otherwise transfer this Agreement or any of the rights hereunder, without the prior written consent of the other, which consent will not be unreasonably withheld or delayed.”

12. What system architecture is proposed? Provide a detailed specification of your proposed solution.

13. Is the client install available as an MSI?

14. Can the client be run as a non-administrator?

15. Can the client be fully configured by the use of registry keys?

16. Does the client support roaming profiles?

17. How much does the client use in %appdata%?

18. Can the client be mass deployed via a deployment tool such as SMS or SCCM?


20. The server application must run as a service and not require an interactive login session to run.

21. The server OS needs to be MS Server 2008 preferably R2.

22. The server needs to be installable on a virtual server.

23. System permission/access control must meet the following:
   • Any Active Directory/LDAP integration must support a hierarchical Organizational Unit structure.
   • Software should allow for Single Sign on from Windows domain workstations using Kerberos or CAS.
   • Server permission needs to be Active Directory integrated for access control preferably via Radius.

24. If a database is required the following components need to be met:
   • Needs to be able to install on Microsoft SQL server.
   • Needs to be SQL server 2005 at a minimum, preferably SQL server 2008.
   • Needs to be able to use a remote SQL server.
   • SQL server needs to be Microsoft Server 2008.
   • Date base should allow to be referenced by name, not installed on the default instance.

25. Proposer will need to convert data and add into the new system.
26. Describe the quantity and functionality of the servers in the specification. Provide a diagram showing the components of the specification, labeling each component appropriately with the function provided and relationship to connected servers.

27. Does the proposed system require hardware? If yes provide a summary of the hardware requirements. Include details for quantities of servers and desktops, technical requirements, and specifications of any proprietary hardware. Proposer shall provide equipment with the following specifications:
   • Rack mountable form factor compatible with 19” EIA-310 data rack cabinet.
   • Must include rails for 4-post rack mounting (sliding rails preferred as well as tool-less installation).
   • Redundant, hot-plug 110/220 AC power supplies.
   • Redundant 1Gb network connections.
   • Dedicated network-based remote management port (iDRAC or iLO preferred).
   • Hot-plug hard drives.
   • Hot-plug redundant cooling.
   • Operating System installed on minimum 2 disk RAID1.
   • If applicable, separate data disks must be minimum 3 disk RAID5 or 2 disk RAID1.
   • DVD-ROM optical drive.
   • 2 USB 2.0 compliant ports.
   • VGA Video port.

28. Provide a summary of the TCP/IP ports for communication between all interacting interfaces.

29. Provide a summary of the import and export features possible.

30. Is the system capable of integration with Banner? If yes provide detailed specifications for the cost of integration. Provide a summary of any Banner interface capabilities and functionality, if applicable.

31. What is the minimum network bandwidth and latency required between the server and desktop to consistently deliver 3 second or less response time?

32. What is the anticipated volume of transactions to be transmitted over the existing LAN?

33. The proposed system must be able to operate with Windows XP, service pack 2 and later, and Windows 7 service pack 1 and later for the desktop client. The proposed system must be able to operate with Windows server 2008, or RHEL 5. Do you comply?

34. What operating system do you propose? If you propose a different operating system than listed above, explain how it will integrate with the existing infrastructure and how ongoing operations and technical support will be provided.

35. The proposed system must be hosted on premise, with all data proprietary to SHSU stored on university equipment. Do you comply?

36. Does the proposed system run fully-supported in a VMware infrastructure?

37. Can the patches be deployed over sms, sccm or wsus?
38. Vendor to provide complete and comprehensive system requirements/recommendations, including client (i.e. PC), server (including but not limited to processor, memory, operating systems, network architecture etc) and network requirements.

39. The energy management system must be compatible and installable upon the server and/or domain (regardless of terminology) that are maintained by Sam Houston State University. The software must be compatible with the network, software, hardware or other requirements as determined by Sam Houston State University’s Information Resources.

40. Vendor to provide a comprehensive overview of the energy management system to allow features and performance to be reviewed and evaluated. This may be in the form of a brochure or other relevant hardcopy material.

41. How is ongoing support or service provided, and what is the cost?

42. What are typical response times for customer service and/or technical support?

43. What is the implementation time: (1) from the time of award/purchase to the time of installation, and (2) from the time of the award/purchase to achieve full functionality of the system (to include all training of personnel). **Awarded Proposer must agree in their response to work with SHSU’S Information Resources to modify the implementation schedule to minimize conflict with other ongoing Information Resources projects.**

44. Management system must be compatible with the Microsoft Office suite of programs including importing and exporting to Excel and Access files. Management system must be able to export all reports and queries to CSV file format.

45. Management system must be able to connect to BACNET, receiving input from system tags. There will not be any supervisory control over inputs in the BACNET system.

46. Does management system must have provisions for a data historian module? If yes proposer shall provide details and capabilities of such data historian with their system.

47. Does management system have the ability to model various different utility contracts such that consumption and demand projections can be used as input to forecast future utility bills? If yes proposer shall provide details and capabilities of such modeling functions.
SECTION E: EXECUTION OF OFFER

1. In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all commodities or services at the prices quoted.

2. By signature hereon, the offeror hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.

3. By executing this offer, offeror affirms that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offeror shall be removed from all proposals lists.

4. By the signature hereon affixed, the offeror hereby certifies that neither the offeror or the firm, corporation, partnership, or institution represented by the offeror or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this offer, offeror certifies that if a Texas address is shown as the address of the offeror, offeror qualified as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through 19 of RFP# 753-0-005WHT plus _____ additional pages provided by vendor. (Number of additional pages to be completed by proposer, if additional pages are included with the proposal.)

Federal Employer Identification Number (FEIN): ______________________________

Proposer/Company: ________________________________________________________

Signature (ink): ___________________________ Date: __________

Name (typed/printed): ______________________________________________________

Title: ____________________________________________________________________

Address:

________________________________________________________________________

Street or PO Box  City                   State  Zip Code

Telephone Number: _______________ Fax Number: __________________________

Cost :  $ __________________________________ (to include any and all costs, fees, charges, etc.)

PLEASE COMPLETE, SIGN AND RETURN WITH PROPOSAL. FAILURE TO SIGN AND RETURN THIS EXECUTION OF OFFER WILL RESULT IN THE REJECTION OF THE PROPOSAL.
SECTION F: COVER PAGE FORMAT FOR PROPOSAL

Proposer will submit proposals using substantially the following format as the first page of their proposal:

Proposer Name:
Federal Tax Identification Number:
Address:
Telephone/FAX number:
Proposer Representative:
Title:
Address:
Direct Telephone Number:
Executive Summary of Proposal:
Proposer accepts one time payment per B-8c:  YES______  NO_______
SECTION G: TERMS AND CONDITIONS

ITEMS BELOW APPLY TO AND BECOME A PART OF PROPOSAL. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. PROPOSAL REQUIREMENTS:
   1.1 Rules, Regulations & Statutes: Proposers must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
   1.2 Unit Price: Proposers must price per unit shown. Unit prices shall govern in the event of extension errors.
   1.3 Late or Unsigned Proposals: Late and/or unsigned proposals will not be considered under any circumstances. Person signing proposal must have the authority to bind the firm in a contract. The proposer (not the carrier/mail service/other or the University) is solely responsible for ensuring that the proposal is received in Procurement and Business Services prior to the specified opening date and time.
   1.4 FOB Point: Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
   1.5 Pricing Firm: Proposal prices are requested to be firm for SHSU acceptance for 45 days from proposal opening date (unless otherwise stated in specifications). “Discount from list” proposals are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts will be taken if earned.
   1.6 Tax Exempt: Purchases made for State use are exempt from the State Sales tax and Federal Excise tax, per Texas Tax Code, Section 151.309(4). Do not include tax in the proposal.
   1.7 Right to Accept or Reject: The State reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interests of the State.
   1.8 Withdrawal: Any proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 45 days, to provide the commodity or service set forth in the specifications, or until a selection has been made by SHSU Procurement and Business Services.
   1.9 Proposal Costs: Proposers electing to respond to this RFP are responsible for any and all costs of proposal preparation. The University is not liable for any costs incurred by a proposer in response to this RFP.
   1.10 Exceptions: If a proposer takes exception to any specifications within this Request for Proposal, they must notify Procurement and Business Services in writing prior to the scheduled proposal opening date and time.
   1.11 Texas Public Information Act: Information, documentation, and other material collected, assembled or maintained by the University in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”). If a proposer believes any information contained in the proposer’s response package contains any proprietary or confidential information the proposer must clearly mark the verbiage claimed to be proprietary or confidential. If a Public Information Act request for documents is filed, the University will make best efforts to contact proposer prior to release of claimed proprietary information. If, at that time, the proposer still believes information provided is proprietary or confidential, the proposer shall timely notify the University in writing of the factual and legal basis of the claim. If the University submits the documents to the Texas Attorney General’s Office for a ruling on the proposer’s claim of privilege, the latter may elect to make arguments directly to the Attorney General’s Office in support of the claim of privilege.
2. SPECIFICATIONS

2.1 Brand Name Descriptive: Catalogs, brand names or manufacturer’s references are descriptive only, and indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless otherwise stated in the Request for Proposal (RFP). If proposing other than brand referenced, proposal should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the proposal. Failure to take exception to specifications or reference data will require proposer to furnish specified brand names, numbers, etc.

2.2 New Items: Unless otherwise specified, items shall be new and unused and of current production.

2.3 Electrical Standards: All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

2.4 Samples: Samples, when requested, must be furnished free of expense to the State. Each sample should be marked with the proposer’s name and address, and requisition number. Do not enclose in or attach proposal to sample. All samples become the property of the University.

2.5 Oral Statements: SHSU will not be bound by any oral statement or representation contrary to the written specifications of the Request for Proposal (RFP).

2.6 Manufacturer’s Warranty: Manufacturer’s standard warranty shall apply unless otherwise stated in the RFP.

3. DELIVERY

3.1 Delivery Days: Show number of days required to place material in receiving agency’s designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates proposer to deliver in 14 calendar days. Unrealistic delivery promises may cause proposal to be disregarded.

3.2 Foreseen Delays: If delay is foreseen, vendor shall give written notice to SHSU. Vendor must keep SHSU advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes SHSU to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

3.3 Substitutions: No substitutions permitted without written approval of SHSU.

3.4 Delivery Hours: Delivery shall be made during normal working hours (8:00 a.m. to 4:00 p.m.) only, unless prior approval has been obtained from ordering agency.

4. INSPECTION AND TESTS – All goods will be subject to inspection and test by SHSU. Authorized SHSU personnel shall have access to supplier’s place of business for the purpose of inspection merchandise. Tests shall be performed on samples submitted with the proposal or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at SHSU’s option, be returned to the vendor or held for disposition at vendor’s expense. Latent defects may result in revocation of acceptance.

5. AWARD OF CONTRACT – A response to this RFP is an offer to contract based upon the best price, terms, conditions and specifications contained herein. Proposals do not become contracts until they are accepted through a purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and SHSU policy as the same may be amended from time to time. Any legal actions must be filed in Walker County, Texas.
6. **CANCELLATION OF CONTRACT** – If contract is cancelled, for any reason, any prepaid fees shall be refunded on a pro-rated basis.

7. **PAYMENT** – Vendor shall submit an itemized invoice showing SHSU purchase order number. SHSU will incur no penalty for late payment, if payment is made in 30 or fewer days from receipt of goods or services on an uncontested invoice. Regardless of the invoice date, the payment process will begin when Procurement and Business Services receives a written authorization/acceptance from the awarding department.

8. **NON-DISCLOSURE:** No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of SHSU.

9. **CONFLICTS:** In event of a conflict between standard proposal requirements and conditions and the attached detail specification, the detail specification shall govern.

10. **PATENTS OR COPYRIGHTS** – The vendor agrees to protect SHSU from claims involving infringement of patents or copyrights.

11. **VENDOR ASSIGNMENTS** – Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to RFPs must give the requisition number, codes, and opening date.

12. **FUNDING OUT CLAUSE** – Sam Houston State University reserves the right to cancel, without penalty, if funds are not appropriated or otherwise made available at any time during the contract period.

13. **PROPOSER AFFIRMATION** – Signing this proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer shall be removed from all proposal lists. By signature hereon affixed;

13.1 The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

13.2 The proposer is not currently delinquent in the payment of any franchise tax owed with the Texas Comptroller of Public Accounts. For more information see the website for the Texas Comptroller of Public Accounts: http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html.

13.3 Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (See Section 8, above) nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

13.4 The proposer has not received compensation for participation in the preparation of the specifications for this RFP.

13.5 If applicable, pursuant to Texas Family Code, Title 5,Subtitle D, Section 231.006(d), regarding child support, the proposer certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract
may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any proposer subject to Section 231.006 must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to contract award.

13.6 Pursuant to Section 2155.004 Government code re: collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

13.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, SHSU, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

13.8 Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

13.9 Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, proposer will complete the following information in order for the proposal to be evaluated:

Name of Former Executive:________________________________________
Name of State Agency:____________________________________________
Date of separation from State Agency:_______________________________
Position with proposer:____________________________________________
Date of Employment with proposer:________________________________

14. NOTICE TO PROPOSER:

14.1 Any terms and conditions attached by the proposer to their proposal will not be considered unless specifically referred to on this proposal form and may result in disqualification of the proposal.

14.2 Equal Opportunity – Proposer represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age or disability in the performance of the resulting contract.

April 1, 2010